



**THE CITY OF COLORADO SPRINGS
REQUEST FOR PROPOSALS**

Consultant Services

R24-T045SL

Date Issued: March 6, 2024

FOR

**FILLMORE ST AND BRIDGE IMPROVEMENTS AND TRAIL
CONNECTIONS I-25 TO MONUMENT CREEK**

PROPOSALS ARE DUE NO LATER THAN

MONDAY, APRIL 8, 2024 AT 2:00PM MST

Contact

Sarah M. Lagunas
107 N. Nevada, Suite 125
City of Colorado Springs, Colorado 80903
(719) 385-5211

Sarah.Lagunas@coloradosprings.gov



The City of Colorado Springs requests Time and Material (T&M) proposals, as detailed in this Request for Proposal (RFP), for Fillmore St and Bridge Improvements and Trail Connections I-25 to Monument Creek.

This project is utilizing Pikes Peak Rural Transportation Funds and Federal Funds; please ensure included Federal Forms are completed and submitted.

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

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

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

BIDNET Support

800-835-4603



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SECTION I – PROPOSAL INFORMATION

1.0 PROPOSAL INFORMATION

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

1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

<u>Event</u>	<u>Date</u>
Issue Request for Proposal	March 6, 2024
Pre-Proposal Conference #1	March 12, 2024 at 10:30AM MST
Pre-Proposal Conference #2	March 13, 2024 at 2:00PM MST

Mandatory Pre-Proposal Conferences are scheduled for Tuesday, March 12 and Wednesday, March 13, 2024. Offerors must attend at least one session in order to submit a proposal. Attendance will be taken. Offerors are solely responsible for ensuring their attendance is recorded. Both pre-proposal conferences will be held via Microsoft Teams.

March 12

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 293 943 144 44

Passcode: GBAi3U

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 720-617-3426,,35537501#](#) United States, Denver

Phone Conference ID: 355 375 01#

[Find a local number](#) | [Reset PIN](#)

March 13

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 212 326 975 304

Passcode: ZoEpqz

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)



[+1 720-617-3426](tel:+17206173426), [324804152#](tel:+1324804152) United States, Denver

Phone Conference ID: 324 804 152#

[Find a local number](#) | [Reset PIN](#)

Cut Off Date for Questions

March 20, 2024 by 2:00PM MST

Questions about the RFP must be submitted electronically to the solicitation in BidNet. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than **March 20, 2024 by 2:00PM MST**.

Requests for information or support shall be addressed to:

Sarah M. Lagunas, sarah.lagunas@coloradosprings.gov

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

The only acceptable method of submitting questions is electronically within BidNet.

Proposal Due Date

April 8, 2024 by 2:00PM MST

Interviews (if applicable)

TBD

Award of Contract

Tentatively May 2024

Notice to Proceed

Tentatively May 2024

1.2 SUBMISSION OF PROPOSAL

Proposals are to be submitted electronically on BidNet Direct:

www.bidnetdirect.com.

Please review the submission requirements *well in advance* of submission date and time; and allow for sufficient time to upload each required document.

It is recommended that Offerors begin the submission process at least one (1) day in advance of the proposal deadline.

Offerors are solely responsible to ensure their proposal documents are uploaded and submitted correctly, and that a **confirmation number** is obtained upon successful submission.

BidNet Customer Support Team can be reached 1-800-835-4603.

NO LATE OFFERS WILL BE ACCEPTED

Date/Time: Proposals shall be received on or before April 8, 2024 by 2:00PM MST.



1.3 NUMBER OF COPIES

Offerors shall submit **one (1) electronic** copy of the proposal documents. 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 Fillmore St and Bridge Improvements and Trail Connections I-25 to Monument Creek.

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

1.5 RFP OBJECTIVE

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

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

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

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



considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.7 AMENDMENTS

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

The City of Colorado Springs will post all amendments on BidNet. It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed on this RFP to confirm the number of amendments which have been issued.

1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

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

1.9 ACCEPTANCE

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

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

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

1.10 PROPOSAL PREPARATION COST

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

1.11 AWARD

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



1.12 PERFORMANCE PERIOD

The performance period for the project detailed in this RFP will be established as **Issuance of a Notice to Proceed through December 31, 2024.**

1.13 DEBRIEFING

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

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

1.14 SUBSTANTIVE PROPOSALS

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

1.15 OFFEROR'S QUALIFICATIONS

Each Offeror must complete Exhibit 5 – Qualification Statement.

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

1.16 NON-COLORADO ENTITIES

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

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

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



the Colorado Secretary of State, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

1.17 PROCUREMENT RULES AND REGULATIONS

All projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City website: www.coloradosprings.gov. The Contracts Specialist may also provide a softcopy of the Rules and Regulations upon request. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Offeror's responsibility to advise the Contracts Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.

1.18 FAIR TREATMENT OF OFFERORS

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

1.19 ORDER OF PRECEDENCE

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

- A. Sections I-IV of this Solicitation
- B. 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/sales-tax/page/construction-contractors>.



Questions can be directed to the City Sales Tax Division at:
(719) 385-5903 or Construction_SalesTax@ColoradoSprings.gov.

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

1.21 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 (20) pages. **A page shall be defined as 8-1/2" x 11" (letter size); single sided, with one-inch (1") margins, and a minimum font of Times New Roman ten (10).** 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 with Representations and Certifications
Exhibit 3	Exceptions Form
Exhibit 5	Qualification Statement
Exhibit 7	Federal Forms
Appendix A	Hourly Rate Sheet (Not Evaluated)
Appendix B	Minimum Insurance Requirements
Addenda, if applicable	

2.2 COVER LETTER

The cover letter shall be no more than two (2) 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 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. Past Performance/Relevant Experience

In the Past Performance/Relevant Experience Area, the Offeror should provide at least three references or contracts demonstrating that it successfully provided services/products that are representative of those in the RFP. The proposal should adequately explain the successful outcomes of the projects, specifically how they were completed on schedule and within budget. The following questions should be considered in the presentation of past performance and relevant experience.

1. Does the proposal include at least three references or past performance citations?
2. Are the references or past performance citations relevant to the Statement of Work for current and potential future phases of the RFP?
3. Does the Offeror explain how they were successful on the projects presented?
4. Does the Offeror apply the past performance to the RFP requirements in a way that demonstrates added value?

B. Key Personnel

In the Key Personnel Area, resumes must be provided for all key personnel who would be performing work on the resultant Contract and how their expertise provides value to the City. Resumes do not count toward the overall page limit. The following questions should be considered in the presentation of key personnel and their expertise. Explain how the key personnel were related to the projects provided as relevant experience.

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 during current and future task orders?
4. Do the key personnel possess all requisite certifications, licenses, experience, etc.?
5. Is relevant experience represented for the key personnel identified?

C. Project Management

In the Project Management Area, the Offeror should provide a plan of operation, to include management of personnel, workload, schedule, and budget. An organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel should be included. The plan should address practical availability of the project team (including subconsultants) identified to work on this project in conjunction with their other work assignments. The questions below should be considered in the representation of the project management structure.



1. Is sufficient detail provided to demonstrate the project teams' management capabilities?
2. Are the people committed available to work on this project, especially regarding schedule and level of effort through the current and future task orders?
3. Does the plan indicate that the offeror will obtain, keep, and efficiently utilize high quality personnel?
4. Does the offer address corrective actions?
5. Does the proposal explain how the project team will maintain the proposed schedule and remain within budget?

2.6 TECHNICAL AREA

A. Understanding of and Compliance with Technical Requirements

In the Understanding of and Compliance with Technical Requirements Area, the Offeror should address the statement of work presented in sufficient detail to demonstrate a clear and full understanding of the project expectations. The proposal should not echo the requirements of the RFP but provide further representation on how the presented team will bring value to completing the work presented. Evidence of sufficient planning should be represented to ensure the work is completed on schedule and within budget. Sufficient content and detail should be provided to answer completely the following questions.

1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations of the project?
2. Does the proposal completely address the expectation presented in the Statement of Work?
3. Does the proposal indicate how the requirements and goals of the project will be met on schedule?
4. Do the technical solutions presented seem realistic?

B. Project Approach

In the Project Approach Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish tasks as defined in the Statement of Work. A detailed project schedule should be included with the project approach and outline how the target completion date will be achieved. Innovations, efficiencies, and detailed specifics are all encouraged. Sufficient content and detail should be provided to completely address the following questions.

1. Does the proposal include a complete and timely plan to accomplish each requirement, including subcontracting (if applicable) for current and potential future phasing?
2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?
3. Is the proper level of effort directed toward each requirement and is the level of effort appropriate?
4. Does the proposal demonstrate understanding of the key stakeholders' requirements and expectations?
5. Is the proposed schedule reasonable and efficient?



2.7 PRICE AREA (NOT EVALUATED)

2.8 PROPOSAL PRESENTATION

Although not a section of the proposal, presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

2.9 EXCEPTIONS

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

2.10 INSURANCE REQUIREMENTS

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



SECTION III – EVALUATION FACTORS

3.0 EVALUATION AND AWARD

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

3.1 EVALUATION CRITERIA

3.1.1 EXPERTISE AND QUALIFICATIONS

See Section II – Item 2.5

3.1.2 TECHNICAL AREA

See Section II – Item 2.6

3.1.3 PRICE AREA

See Section II – Item 2.7

3.1.4 PROPOSAL PRESENTATION

See Section II – Items 2.8

3.1.5 EXCEPTIONS AND INSURANCE

See Section II – Items 2.9 and 2.10

3.2 RANKING

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

First: Technical Area

Second: Expertise and Qualifications

Third: Proposal Presentation

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 Technical and Expertise and Qualifications Areas:

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.

Very 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 or fail. Whether 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.

D. Area Scoring

The total maximum score a proposer can achieve is 100 points; the maximum score for each area is divided as follows:

Technical Area: 50 Points

Expertise and Qualifications: 35 Points

Proposal Presentation: 15 Points

E. Final/Overall Scoring

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



3.3 SELECTION COMMITTEE

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

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

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

3.4 AWARD OF CONTRACT

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



SECTION IV – SPECIAL CONTRACT TERMS AND CONDITIONS

4.0 SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS

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

4.1 ADA STANDARDS

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



SECTION V – EXHIBITS

5.0 EXHIBITS

Exhibit 1	Proposal Certification & Representations and Certifications
Exhibit 2	Sample Contract
Exhibit 3	Exceptions Form
Exhibit 4	Statement of Work
Exhibit 5	Qualification Statement
Exhibit 6	Evaluation Scoresheet
Exhibit 8	Federal Forms



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 and PPRTA (Pikes Peak Rural Transportation Authority), 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: _____



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 herein and is legally authorized by the Offeror to make the above statements or representations.

(Name of Company)

(Signature)

(Address)

Date

(City, State and Zip)

(Telephone Number)

(Name typed/printed)

(Title)

(E-Mail Address)

FEDERAL TAX ID # _____ This Company Is: Corporation _____ Individual _____
Partnership _____ LLC _____.



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

AMENDMENT #1 _____ DATED: _____

AMENDMENT #2 _____ DATED: _____

AMENDMENT #3 _____ DATED: _____

Please Note the following Representations and Certifications must be initialed by the 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.
- D. 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.
- E. In addition, the Offeror must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- F. The Offeror shall not engage in providing gifts, meals or other amenities to City employees. The right of the Offeror to proceed may be terminated by written notice issued by City Contracts Specialist if Offeror offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- G. The Offeror shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Offeror will properly compensate the City.
- H. The Offeror agrees to incorporate the substance of this clause (after substituting “Contractor” for “Offeror”) in all subcontracts under this offer.

Initials for 2

3. COOPERATION WITH OTHER CONTRACTORS

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



Initials for 3

4. INTERNET USE

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

Initials for 4

5. LITIGATION

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

Initials for 5

6. CONTRACTOR’S REGISTRATION INFORMATION

Offeror’s firm verifies and states that it is a/an (check all that apply):

- _____ Large Business (i.e. does not qualify as a small business or nonprofit)
- _____ Nonprofit
- _____ Small Business
- _____ Black Owned Business
- _____ Disadvantaged Business Owner
- _____ Hispanic Owned Business
- _____ Native American Owned Business
- _____ Woman Owned Business
- _____ Veteran Owned Business
- _____ Other (please specify: _____)

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

Initials for 6

7. CONTRACTOR PERSONNEL



1. 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.
2. The Authorized Representative shall be the person identified in the Offeror's proposal, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.

The individual, _____ (Name)
with position, _____ (Title)

Can be reached at:

Work telephone number: _____

Home telephone number: _____

Cellular telephone number: _____

E-mail address: _____

Initials for 7

8. OFFEROR'S CERTIFICATION

The undersigned hereby affirms that:

1. He/She/They is a duly authorized agent of the Offeror;
2. He/She/They has read and agrees to the City's standard terms and conditions attached.
3. 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.
4. 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.
5. By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

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

Initials for 8

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

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



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

Initials for 9

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

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

Initials for 10

11. CITY CONTRACTOR SAFETY PROGRAM

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

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

Initials for 11



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

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

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

Initials for 12

13. FRAUD, WASTE, AND ABUSE

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs is encouraged to report such matters to the City Auditor's Office in writing or on the telephone hotline (719) 385-2387 (ADTR). Written correspondence can be mailed to:

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

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

Initials for 13

Name of Company: _____

Federal Tax ID Number: _____

DUNS Number: _____

Principal Place of Business: _____

Signature of Authorized Representative

Printed Name: _____

Title: _____

Date: _____



EXHIBIT 2 SAMPLE CONTRACT

CONSULTANT SERVICES CONTRACT

Contract Number:		Project Name/Title	
Vendor/Contractor			
Contact Name:		Telephone:	
Email Address:			
Address:			
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership
City Contracting Specialist	Name & Phone#	City Dept Rep	Name & Phone# & Department Name
NOT TO EXCEED Contract Amount:		City Account #	Acct Code (5) Fund (3) Dept (4) Project (7)
Contract Type:		Period of Performance:	

1. INTRODUCTION

THIS TYPE CONTRACT ("Contract") is made and entered into this ___ day of _____, 20xx 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 _____, 20xx submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract
2. Appendix A – Additional Terms and Conditions
3. Appendix B – Contractor’s Proposal,
4. Appendix C – Statement of Work.
5. Appendix D – Project Schedule
6. Appendix E – Insurance Requirements



2. COMPENSATION/CONSIDERATION

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

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 acceptable Insurance Policy(s) consistent with the Minimum Insurance Requirements attached as Appendix E, which includes Property, Liability and Professional Errors and Omissions coverage, and as otherwise 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 the 2010 ADA Standards for Accessible Design now existing and as may be amended, supplemented, or superseded from time to time ("ADA Standards"). Contractor shall include an attest statement on each record drawing sheet of final plan drawings that certifies that the design is compliant with the ADA 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 \$XXXXXXXXX (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.

10. APPROPRIATION OF FUNDS

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

11. CHANGES

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights



to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is given a written change order describing the change in Contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, and such change order is signed by the authorized City representative, as defined below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

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

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

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

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

The Mayor of the City of Colorado Springs: Unlimited

12. 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. The indemnification obligation shall survive the expiration or termination of this Contract

16. INDEPENDENT CONTRACTOR

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



17. APPLICABLE LAW AND LICENSES

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

18. PRIOR AGREEMENTS

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

19. INTELLECTUAL PROPERTY

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



property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

20. WAIVERS

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

21. THIRD PARTIES

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

22. TERMINATION

A. Termination for Convenience.

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

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

i. Contractor’s failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.



- ii. Contractor's disregard of the laws or regulations of any public body having jurisdiction.
- iii. Contractor's disregard of the authority of Project Manager.
- iv. Contractor's violation in any material provision of the Contract Documents.
- v. Contractor's failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
- vi. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.
- vii. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.
- viii. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

If one or more of the events identified in Paragraphs i-viii above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the



lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

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

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

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

23. BOOKS OF ACCOUNT AND AUDITING

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

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

24. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

25. LABOR

The Contractor shall employ only competent and skilled workmen and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The Project Manager shall have the authority to order the



removal from the work of any person, including Contractor's or any subcontractor's employees, who refuses or neglects to observe any of the provisions of these Plans or Specifications, or who is incompetent, abusive, threatening, or disorderly in conduct and any such person shall not again be employed on the Project.

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

26. GRATUITIES

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

27. NON-DISCRIMINATION

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

28. ORDER OF PRECEDENCE

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

- A. This Contract document with its terms and conditions



- B. The Statement of Work
- C. Other Appendices, Attachments, Exhibits, or Schedules

29. HEADINGS

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

30. DISPUTES

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

31. DELIVERY

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



32. PAYMENTS

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.

33. INSPECTION OF SERVICES

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

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

34. SECURITY

The City maintains security requirements regarding access to City buildings and other City workplaces and worksites on City property. All Contractor personnel accessing City buildings, workplaces, or worksites, may be required to produce a valid, Government issued picture identification. Contractor personnel lacking such identification may not be allowed access to such



sites. No costs incurred by the Contractor due to City security requirements shall be allowable or payable under this Contract.

35. TIME IS OF THE ESSENCE

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

36. EMPLOYMENT OF LABOR

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

37. SALES TAX

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

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

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

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

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

Our Registration Numbers are as follows:
City of Colorado Springs
Federal I.D.: 84-6000573



Federal Excise: A-138557
State Sales Tax: 98-03479

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

38. SEVERABILITY

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

39. LIABILITY OF CITY EMPLOYEES

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

40. USE OF CITY NAME OR LOGO

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

41. TRAVEL

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

42. ELECTRONIC SIGNATURES

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by



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

43. APPENDICES

The following Appendices are made a part of this Agreement:

1. Appendix A – Additional Terms and Conditions
2. Appendix B – Contractor’s Proposal,
3. Appendix C – Statement of Work.
4. Appendix D – Project Schedule
5. Appendix E – Insurance Requirements



CONTRACT SIGNATURE PAGE

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

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

THE CITY OF COLORADO SPRINGS, COLORADO:

SECOND PARTY:
SAMPLE CONTRACT ONLY
Corporate Name
Signature Date
Title



EXHIBIT 3 EXCEPTIONS

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

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

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: _____

Address: _____
(City, State and Zip Code)

Authorized Signature: _____

Date: _____

Printed Name/Title: _____

Return this form with your Proposal.



EXHIBIT 4 STATEMENT OF WORK

Project General Information/Description:

The City of Colorado Springs is seeking proposals from qualified and experienced firms to provide planning and engineering services for the replacement of two (2) bridges east of Interstate 25 (I-25) along Fillmore Street over Monument Creek/Pikes Peak Greenway (NBI Structure Number CSG-G.14-11.58) and the Union Pacific Railroad (UPRR) (NBI Structure Number CSG-F.98-11.59).

The goal of this project is the replacement of the bridges identified by developing a locally preferred alternative. This Request for Proposals is for the first phase of this project, including conceptual engineering plans, and conduct a preliminary environmental evaluation.

This project is funded by a Bridge Investment Program (BIP) Planning Grant and Pikes Peak Rural Transportation Authority (PPRTA).

Project Background Information:

The Fillmore Bridges are immediately east of I-25, approximately three (3) miles north of downtown Colorado Springs on Fillmore Street. Fillmore Street is a primary east-west corridor crossing I-25 in central Colorado Spring. This project includes the bridges over Monument Creek/Pikes Peak Greenway and the Union Pacific Railroad (UPRR). Both bridges within this project are over sixty (60) years old and were widened in 1971 to increase capacity. The bridge over Monument Creek is a four-span bridge that is 288-feet long, while the bridge over the railroad is a three-span bridge that is 123-feet long. Both bridges are constructed with rolled steel girders with 74-foot-wide concrete bridge decks and only have a four-foot-side sidewalk on one (1) side of the bridge.

The abutments and piers of both bridges have driven pile foundations with numerous structural and scour issues. Significant condition issues with the bridges include rocker bearing rotation on the Monument Creek Bridge, slope paving voids under the railroad bridge, and both bridge decks are in poor condition with the concrete deck delaminating.

Outside of the bridges' structural issues, past local and regional efforts have identified deficiencies in the bridge's bicycle and pedestrian facilities, connectivity to the Pikes Peak Greenway, and traffic operations. These bridges are in the 90th percentile for traffic congestion and provide the only east-west connection across I-25 in central Colorado Springs. With anticipated growth projections for Colorado Springs in coming decades, northeast Colorado Springs is expected to re-develop and exacerbate these congestion issues. Fillmore Street from Nevada Avenue to I-25 is identified as a critical corridor in the City's Master Transportation Plan, ConnectCOS. Preservation of public safety makes the expedient replacement of these bridges a top priority for the City and the Fillmore Bridges Replacement Project has been identified as a PPRTA 3 A-list project.

Statement of Work:

The City of Colorado Springs has prepared this Request for Proposal (RFP) seeking consultant services for the development planning and engineering services for the development of a



Planning and Environmental Linkage (PEL) Study and preliminary engineering. This project may include future task orders for professional services for the Fillmore Street and Bridge Improvements and Trail Connections.

The PEL Study and preliminary engineering will be contracted as a result of this RFP, however as funding becomes available the contract may be extended to future phasing as outlined below.

The City of Colorado Springs is seeking a consultant for current and future planning services that include:

Phase:	Anticipated timeline:
Phase 1: Planning and Environmental Linkage (PEL) Study and Preliminary Engineering Evaluation	November 2024 Completion
Phase 2 (Future): Preliminary Engineering Services	TBD
Phase 3 (Future): Final Engineering Services	TBD
Phase 4 (Future): Bid Support and Construction Support	TBD

Phase 1: Planning and Environmental Linkage (PEL) Study and Preliminary Engineering Evaluation

Phase 1 is funded and will advance the bridge replacement project while meeting BIP statutory goals and schedule requirements.

All work performed by consultant services shall be subject to review and approval by the City of Colorado Springs and comply with the BIP Grant Agreement and Exhibits, all applicable City of Colorado Springs and Colorado Springs Utilities planning and design standards and show compliance with the Colorado Springs Title VI plan, approved by the Colorado State Department of Transportation, detailing commitments to equity and inclusion through delivery of all projects.

Specific tasks to be completed for Phase 1 include:

Task 1) Project initiation and ongoing management:

Task 1 will provide planning, management, and coordination necessary for the timely and efficient execution of this contract. This task will include organization of coordination meetings, project schedule management, and stakeholder engagement. Stakeholders identified at this time include surrounding neighborhoods, the travelling public, Union Pacific Railroad (UPRR), Burlington Northern Santa Fe Railroad (BNSF), Colorado Department of Transportation (CDOT), Federal Highway Administration (FHWA), El Paso County, Pikes Peak Area Council of Governments (PPACG), utility companies including Colorado Springs Utilities (CSU), and City of Colorado Springs departments. It is anticipated that additional stakeholders will be identified throughout the PEL process. Ongoing project management will also include assistance with grant reporting and documentation with FHWA.

Task 2) Project Area Conditions assessment and data collection:



Task 2 will be used to gather initial site data (such as right-of-way information, survey control, and utility identification) and to evaluate existing conditions. This shall include the preliminary investigation and data collection efforts. This will include necessary inputs for a future BIP Bridge Project application and benefit-cost analysis, such as traffic counts, accident data, bicycle and pedestrian travel counts, existing transportation assets, land use, and environmental conditions. This information will be utilized to complete an Existing Transportation Assets and Conditions Report, Land Use and Regional Community Report, and an Environmental Setting Report.

Future corridor needs should be considered including, but not limited to, future land use, traffic projections and safety analysis through this corridor. Information collected with this investigation will also be used to evaluate of opportunities to provide labor and workforce opportunities and define the project area.

The predicted project area will include Fillmore Street east to the Interstate 25 (I-25) Southbound exit ramps and west just past Monument Creek east of Tremont Street and approximately one-quarter ($\frac{1}{4}$) mile north and south of Fillmore Street, along the I-25, Sinton Road, Mark Dabling Boulevard, and Steel Street corridors, including connections to the Pikes Peak Greenway Trail. The final project area may change and will be determined by the PEL process and project evaluation.

When the project limits are finalized, a comprehensive survey should be conducted.

Task 3) Stakeholder Engagement

Task 3 will focus on engaging the stakeholders and general public in a meaningful decision-making process to identify, evaluate, and advance the project. This will include a public outreach plan that includes appropriate platforms to collect and address concerns raised while providing education to key stakeholders to build support and commitment from the start of the project.

Task 4) Purpose and Need and Project Goals and Objectives

Task 4 will create and document the project's purpose and needs, as agreed upon through a public and stakeholder-driven process.

Taks 5) Alternatives Development and Screening

Task 5 is the development and evaluation of alternatives that meet the Purpose and Need found during Task 4. Deliverables will include an Alternatives Report that includes safety and traffic analysis for current and future needs and impacts, environmental resource analysis, and right of way impacts analysis for the alternatives evaluated.

Task 6) Final PEL Study Report

Task 6 will be used to create a PEL report that documents the planning effort and key decisions that identify and evaluate a range of alternatives that will maintain access and improve mobility through Fillmore Street across Monument Creek and the Union Pacific Railroad (UPRR). This study will focus upon the development of a specific purpose and



need for improvements, develop and evaluate a range of reasonable alternatives, identify potential safety, environmental, and socioeconomic impacts, cost analyses, as well as facilitate public and agency involvement to evaluate alternatives. Additionally, this Study will develop conceptual cost estimate for the range of alternatives for right-of-way acquisition, engineering, and construction phases.

The PEL study will demonstrate alignment with local, state, and Federal requirements and all other requirements as outlined and required by the BIP funding agreement with FHWA, National Environmental Policy Act (NEPA) Review, and ultimately construction-phase activities. The PEL Study will not result in a NEPA decision, rather, its purpose is to provide the necessary transportation planning and early decision-making for the Fillmore Bridges replacement that can provide the basis and feasibility for the proposed replacement project and provide a “bridge” between planning and NEPA.

Phase 2: Preliminary Engineering Services

Phase 2 is planned as a future phase of this project and will include assistance in pursuing additional grant funding sources and preliminary engineering of the selected solution as determined by the PEL Study.

Once the PEL study is complete, the city desires to continue this project by seeking additional grant funding sources. The consultant should be able to develop comprehensive and competitive grant applications for this project utilizing the information acquired during the PEL Study process.

Preliminary engineering services will include finalizing the structural selection evaluation and report, geotechnical investigations, evaluation of hydraulics and hydrology, traffic analysis, multimodal solutions, preliminary engineering plans, and construction estimates. These documents shall be compliant with all applicable federal, state, and local agency reviews and permitting.

This project shall consider all existing and future utility needs. Future utility needs already identified include the replacement of streetlighting in this corridor and the addition of two (2) 4-inch conduit within the structure for future fiber expansion. CSU Electric may consider undergrounding the aerial lines west of the project. While the electric work would be considered a separate project outside of the scope of this study, coordination between this project and CSU Electric would be necessary to facilitate their work.

Phase 3: Final Engineering Services

Phase 3 is planned as a future phase of this project and will continue the project to completion of Final Engineering Documents, NEPA documentation and approvals, and all right of way and easement acquisition necessary for the construction of this project.

Final engineering services will include the finalization of all engineered plans, reports, and construction estimates necessary for all applicable federal, state, and local agency reviews and permitting.



The final Environmental Assessment (EA) should provide a recommendation to Health Resources and Services Administration (HRSA) to issue a Finding of No Significant Environmental Impact (FONSI) or prepare an Environmental Impact Statement (EIS) necessary for obtaining NEPA clearance/approval.

All right of way and easement acquisitions or real estate transactions shall be compliant with the City of Colorado Springs Real Estate Manual. If federal or state grant funding are obtained for this project, ROW acquisition shall be compliant with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

Phase 4: Bid and Construction Support

Phase 4 is planned as a future phase of this project and will be initiated when the Invitation to Bid is issued. This phase of work shall include the resolution of contractor comments/questions during the bid of this construction process, along with review and analysis of submitted bids. Further construction support will include request for information (RFI) resolution, submittal review support, and may include construction management.



List of Known Documents

List of known engineering criteria documents:

- City of Colorado Springs Engineering Criteria Manuals
- City of Colorado Springs Drainage Criteria Manuals, Volumes 1 & 2
- CDOT Standard Specifications for Road and Bridge Construction
- CDOT M&S Standard Drawings
- Pikes Peak Regional Asphalt Specifications

List of other known criteria manuals:

- CDOT ROW Manual
- City of Colorado Springs Real Estate Manual
- City of Colorado Springs Stormwater Construction Manual

List of known planning documents:

- ConnectCOS Transportation Plan (2023)
- El Paso County Major Transportation Corridor Plan (2016), Currently Under Revision
- City of Colorado Springs Park System Master Plan (2014)
- 2050 Regional Transit Plan, Draft Anticipated Summer 2024

List of known Drainage Basin Planning Studies:

- Roswell Drainage Area Drainage Study (1978)
- Master Plan for Mesa Drainage Basin (1989)

List of known Land Use Master Plans:

- Plan COS, City of Colorado Springs Comprehensive Plan (2019)
- El Paso County Master Plan (2021)
- Airport Master Plan (2013)

GIS Data: The selected Consultant may obtain relevant GIS data from the City of Colorado Springs and/or El Paso County subject to the license agreement, terms, and conditions of each jurisdiction.



EXHIBIT 5 QUALIFICATION STATEMENT

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

(PRINT)

FIRM NAME: _____

ADDRESS: _____

CITY STATE ZIP: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

AUTHORIZED SIGNATURE: _____

PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

1. TYPE OF BUSINESS

CORPORATION

PARTNERSHIP

OTHER: _____

INDIVIDUAL

JOINT VENTURE

2. TYPE OF LICENSE & LOCATION

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

4. NUMBER OF YEARS IN BUSINESS: _____

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

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

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

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

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



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

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

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

1. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contract Address: _____
Contact telephone and 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: _____
Contract 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 6 EVALUATION SCORESHEET

RFP EVALUATION CRITERIA DESCRIPTION	SCORE
2.5 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 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. Past Performance/Relevant Experience	
<p>The Offeror should provide at least three references or contracts demonstrating that it successfully provided services/products that are representative of those in the RFP. The proposal should adequately explain the successful outcomes of the projects, specifically how they were completed on schedule and within budget. The following questions should be considered in the presentation of past performance and relevant experience.</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 Statement of Work for current and potential future phases of the RFP? 3. Does the Offeror explain how they were successful on the projects presented? 4. Does the Offeror apply the past performance to the RFP requirements in a way that demonstrates added value? <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: ____</p>
B. Key Personnel	
<p>Resumes must be provided for all key personnel who would be performing work on the resultant Contract and how their expertise provides value to the City. Resumes do not count toward the overall page limit. The following questions should be considered in the presentation of key personnel and their expertise. Explain how the key personnel were related to the projects provided as relevant experience.</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 during current and future task orders? 	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: ____</p>



<p>4. Do the key personnel possess all requisite certifications, licenses, experience, etc.?</p> <p>5. Is relevant experience represented for the key personnel identified?</p> <p>COMMENTS:</p>	
<p>C. Project Management</p>	
<p>The Offeror should provide a plan of operation, to include management of personnel, workload, schedule, and budget. An organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel should be included. The plan should address practical availability of the project team (including subconsultants) identified to work on this project in conjunction with their other work assignments. The questions below should be considered in the representation of the project management structure.</p> <ol style="list-style-type: none"> 1. Is sufficient detail provided to demonstrate the project teams' management capabilities? 2. Are the people committed available to work on this project, especially regarding schedule and level of effort through the current and future task orders? 3. Does the plan indicate that the offeror will obtain, keep, and efficiently utilize high quality personnel? 4. Does the offer address corrective actions? 5. Does the proposal explain how the project team will maintain the proposed schedule and remain within budget? <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 2.5.A., 2.5.B and 2.5.C):</p>	
<p>Total Possible Points:</p>	<p>35 Points</p>
<p>2.6 TECHNICAL AREA</p>	
<p>A. Understanding of Compliance with Technical Requirements</p>	
<p>The Offeror should address the statement of work presented in sufficient detail to demonstrate a clear and full understanding of the project expectations. The proposal should not echo the requirements of the RFP but provide further representation on how the presented team will bring value to completing the work presented. Evidence of sufficient planning should be represented to ensure the work is completed on schedule and within budget. Sufficient content and detail should be provided to answer completely the following questions.</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: ____</p>



<ol style="list-style-type: none"> 1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations of the project? 2. Does the proposal completely address the expectation presented in the Statement of Work? 3. Does the proposal indicate how the requirements and goals of the project will be met on schedule? 4. Do the technical solutions presented seem realistic? <p>COMMENTS:</p>	
B. Project Approach	
<p>The Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish tasks as defined in the Statement of Work. A detailed project schedule should be included with the project approach and outline how the target completion date will be achieved. Innovations, efficiencies, and detailed specifics are all encouraged. Sufficient content and detail should be provided to completely address the following questions.</p> <ol style="list-style-type: none"> 1. Does the proposal include a complete and timely plan to accomplish each requirement, including subcontracting (if applicable) for current and potential future phasing? 2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement? 3. Is the proper level of effort directed toward each requirement and is the level of effort appropriate? 4. Does the proposal demonstrate understanding of the key stakeholders' requirements and expectations? 5. Is the proposed schedule reasonable and efficient? <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: ____</p>
Sum of Ratings in Technical Area (Add numbers in Section 2.6A. and 2.6B):	
Total Possible Points:	50 Points
2.8 PROPOSAL PRESENTATION	
<p>Although not a section of the proposal, 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>
Sum of Ratings in Proposal Presentation Area (Add number from Section 2.8):	
Total Possible Points:	15 Points



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 2.5,2.6 and 2.8. The sum is the total score.	Total Score:



EXHIBIT 7 FEDERAL FORMS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

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

(Check One)

I DO CERTIFY (____)

I DO NOT CERTIFY (____)

Date: _____

Signature: _____

Title: _____



RESTRICTIONS ON LOBBYING CERTIFICATION

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

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

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

Proposer: _____

Signature: _____

Title: _____

Date: _____



NON-COLLUSION AFFIDAVIT

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

1. That I am an officer or employee of the _____ (proposing entity) having the authority to sign on behalf of the corporation, and,

2. That the prices in the attached proposal were arrived at independently by _____ (proposing entity) without collusion, consultation, communication, or any agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any other competitor regarding an understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the RFP/IFB designed to limit independent proposals or competition; and

3. That unless otherwise required by law, the contents and prices contained in the proposal have not been communicated by _____ (proposing entity) or its employees or agents to any person not an employee or agent of _____ (proposing entity), or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and,

4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Proposer: _____

Signature: _____

Title: _____

Date: _____



EQUAL EMPLOYMENT STATUS REPORT

Contractor's Name _____

Street Address _____

City _____ State _____ Zip Code _____

This firm is:

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

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

Signature _____

Date _____

Title _____



SECTION IV – APPENDICES

6.0 APPENDICES

- Appendix A Hourly Rate Sheet (Not Evaluated)
- Appendix B Minimum Insurance Requirements
- Appendix C PPRTA-Funded Projects Special Provisions
- Appendix D Clauses for Contracts Subject to Federal Requirements
- Appendix E FY 2022 Bridge Investment Program Planning Grant Application
- Appendix F BIP FY 2022 Non-State Dot Direct Planning and Capital Grant Agreement
- Appendix G Exhibits to Grant Agreements



APPENDIX A – HOURLY RATE SHEET (NOT EVALUATED)

Please submit your hourly rate sheet in separate envelope. Do not include in your proposal. The hourly rates will not be evaluated.



APPENDIX B – MINIMUM INSURANCE REQUIREMENTS

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

1.	X	Commercial General Liability for limits not less than \$1,000,000 combined single limit with \$2,000,000 aggregate for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
2.	X	Workers’ Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
3.	X	Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
4.	X	Professional Liability Insurance covering any damages caused by an error, omission or any negligent Acts with limits of not less than \$1,000,000 per occurrence and in the aggregate. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.

Except for workers’ compensation and employer’s liability insurance, the **City of Colorado Springs and PPRTA (Pikes Peak Rural Transportation Authority), must be named as an additional insured.** Certificates of Insurance must be submitted before commencing the work and provide 30 days’ notice prior to any cancellation, 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)



APPENDIX C – PPRTA-FUNDED PROJECTS SPECIAL PROVISIONS

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

This Contract is a joint contract between the Contractor/Consultant (hereinafter “Contractor”), the City, and the PPRTA. The parties therefore agree to the following:

- A. **Conflicts:** This PPRTA Special Provision shall supersede any contrary provision of this Contract.
- B. **Parties:** The Contractor acknowledges and understands that this Contract is funded in whole or in part by the PPRTA and administered by the City. Both the City and the PPRTA are parties to this Contract.
- C. **Payments:** The Contractor acknowledges and understands that all payments under this contract shall be made to the Contractor by the PPRTA. PPRTA funding obligations shall be paid by PPRTA warrants. In the event there is joint City/PPRTA funding, then payment to the Contractor shall consist of warrants from the City and warrants from the PPRTA. The Contractor agrees to accept all payments made or proffered by the PPRTA under this Contract.
- D. **Bonds:** All bonds under this Contract shall include the City and the PPRTA as Obligees.
- E. **Insurance:** All insurance policies provided by the Contractor or by any sub-contractor for any work pursuant to contracts with the Contractor pursuant to this Contract shall name both the City and the PPRTA as additional insureds and shall waive all rights of subrogation, in accordance with the terms of this Contract, against both the City and the PPRTA.
- F. **Law:** This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Home Rule City; the Resolutions and Rules and Regulations of the PPRTA. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that this Contract shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall 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.
- G. **Appropriation and Availability of Funds:** In accordance with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City’s obligations under this Contract is expressly subject to appropriation of funds by the City Council for this Contract and the availability of those appropriated funds for expenditure. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City’s obligations under this Contract, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City and the PPRTA may terminate this Contract without compensation to the Contractor. Performance of the PPRTA’s obligations under this Contract is expressly subject to appropriation of funds by the PPRTA and the availability of those funds



for the payment of obligations incurred under this Contract. Further, in the event that PPRTA funds are not appropriated in whole or in part sufficient for performance of the PPRTA's obligations under this Contract, or appropriated funds may not be expended due to legal limitations or non-availability, then the City and the PPRTA may terminate this Contract without compensation to the Contractor.

- H. Indemnification: Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this Contract, the Contractor agrees that the Contractor shall indemnify, defend and hold harmless the PPRTA, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract. To the extent the terms of Section 13-50.5-102(8), C.R.S., are applicable to this Contract, the Contractor and the PPRTA hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor as used in Section 13-50.5-102(8)(a), C.R.S., shall be conclusively determined by a trial court at the state or federal level and (ii) the term "adjudication" used in Section 13-50.5-102(8)(c), C.R.S., shall mean a trial court order at the state or a federal level.
- I. Governmental Immunity: Nothing in this Contract or in any actions taken by the PPRTA pursuant to this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et. Seq.*, C.R.S.
- J. Warranties: All warranties provided by the Contractor under or pursuant to this Contract to the City shall also apply to the PPRTA.
- K. Final Payment: Final payment under this Contract shall be made in accord with the terms of this Contract, except that final payment shall be made by the PPRTA, and the making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the City and the PPRTA.
- L. Termination or Default of Contract: In all Contract provisions giving the City the right to terminate, for convenience or otherwise, or giving the City rights in the event of default by the Contractor, the term City shall also apply to the PPRTA.
- M. Contract Changes: Any changes to the Contract, including but not limited to additions and/or deletions, which are not insignificant to the scope, design and requirements of the Contract shall be subject to prior approval of the PPRTA.



APPENDIX D – CLAUSES FOR CONTRACTS SUBJECT TO FEDERAL REQUIREMENTS

1. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless



exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

2. EQUAL EMPLOYMENT OPPORTUNITY REPORTS AND OTHER REQUIRED INFORMATION

A. Requirements for prime contractors and subcontractors.

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



2. Each person required by § 60-1.7(a)(1) to submit reports shall file such a report with the contracting or administering agency within 30 days after the award to him of a contract or subcontract, unless such person has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually in accordance with § 60-1.7(a)(1), or at such other intervals as the Deputy Assistant Secretary may require. The Deputy Assistant Secretary may extend the time for filing any report.

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

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

B. Requirements for bidders or prospective contractors—

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

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

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

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

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



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

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

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

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

D. Payrolls and basic records.

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

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

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



4. CLEAN AIR ACT

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

5. DEBARMENT AND SUSPENSION

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

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

6. BYRD ANTI-LOBBYING AMENDMENT

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

7. SMALL BUSINESS REQUIREMENTS

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

Affirmative steps must include:



- A. Placing qualified small and minority businesses and women's business enterprises on subcontract solicitation lists.
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources for subcontracting.
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

8. PROCUREMENT OF RECOVERED MATERIALS

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

9. ANTI-KICKBACK PROCEDURES

A. Definitions.

1. "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
2. "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
3. "Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.
4. "Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.



5. "Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

6. "Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

7. "Subcontractor," as used in this clause,

a. Means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and

b. Includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

8. "Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

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

1. Providing or attempting to provide or offering to provide any kickback;

2. Soliciting, accepting, or attempting to accept any kickback; or

3. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

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

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

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

The Contracting Officer may

1. offset the amount of the kickback against any monies owed by the United States under the prime contract and/or



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

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

10. ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS

A. Definition. As used in this clause--

1. "Energy-efficient product"—

a. Means a product that—

- i. Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or
- ii. Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

2. The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

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

1. Delivered.

2. Acquired by the Contractor for use in performing services at a Federally controlled facility.

3. Furnished by the Contractor for use by the Government.

4. Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

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

1. The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or



2. Otherwise approved in writing by the Contracting Officer.

D. Information about these products is available for—

1. ENERGY STAR® at <http://www.energystar.gov/products>; and

2. FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html.

11. BUY AMERICAN—CONSTRUCTION MATERIALS

A. Definitions. As used in this clause—

1. “Commercially available off-the-shelf (COTS) item”—

a. Means any item of supply (including construction material) that is—

i. A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

ii. Sold in substantial quantities in the commercial marketplace; and

iii. Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

b. Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

2. “Component” means an article, material, or supply incorporated directly into a construction material.

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

4. “Cost of components” means—

a. For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

b. For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in



paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

5. “Domestic construction material” means—
 - a. An unmanufactured construction material mined or produced in the United States;
 - b. A construction material manufactured in the United States, if—
 - i. The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.
 - b. The construction material is a COTS item.
6. “Foreign construction material” means a construction material other than a domestic construction material.
7. “United States” means the 50 States, the District of Columbia, and outlying areas.
 - a. Domestic preference.
 - i. This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
 - ii. This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:
 - b. The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—
 - i. The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
 - ii. The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or



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

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

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

i. A description of the foreign and domestic construction materials

ii. Unit of measure

iii. Quantity

iv. Price

v. Time of delivery or availability

vi. Location of the construction project

vii. Name and address of the proposed supplier

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

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

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

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

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

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

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



FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

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

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

[Include other applicable supporting information.]

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



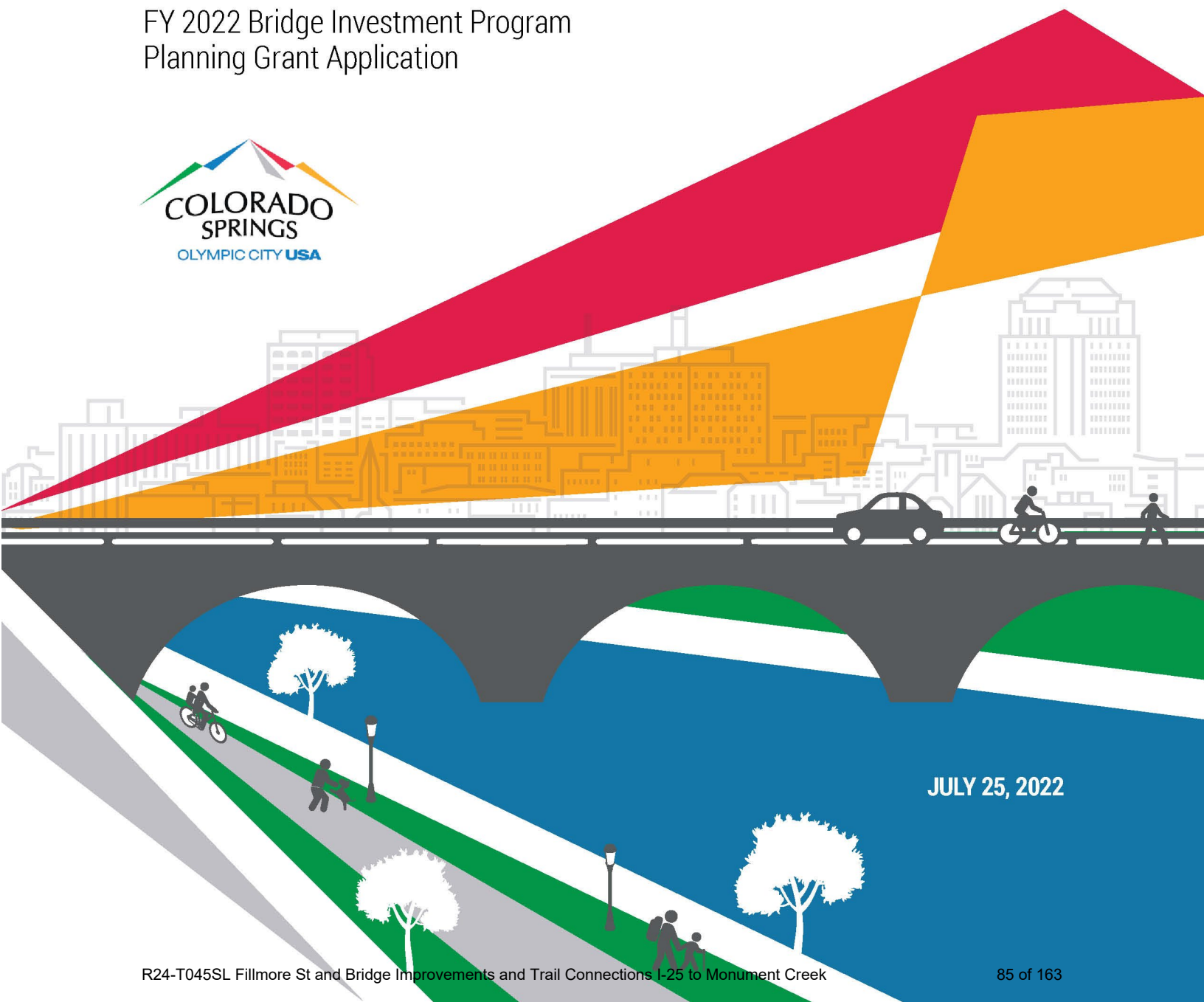
APPENDIX E – FY 2022 BRIDGE INVESTMENT PROGRAM PLANNING GRANT APPLICATION

Will follow this page.

PLAN: FILLMORE STREET BRIDGE IMPROVEMENTS AND TRAIL CONNECTIONS

I-25 to Monument Creek

FY 2022 Bridge Investment Program
Planning Grant Application



FY 2022 BIP Template Data

Basic Project Information

Project Name	Plan for Fillmore Street Bridge Improvements and Trail Connections - I-25 to Monument Creek
Project Description	The City of Colorado Springs is seeking Bridge Improvement Program (BIP) funds for a Planning and Environmental Linkages (PEL) study to support the future replacement of two bridges carrying Fillmore Street over Monument Creek/Pikes Peak Greenway (NBI Structure Number CSG-G.14-11.58) and the Union Pacific Railroad (UPRR) (NBI Structure Number CSG-F.98-11.59) including new multimodal access and connections.
State(s) in which project is located	Colorado
Does the project serve an urban or rural community?	Urban
Total Project Cost (Estimated to include planning and construction costs)	\$1.5 million (Planning Project) \$42.5 million (Estimated total project cost)
Project Sponsor?	City of Colorado Springs
Project Co-Applicants	N/A
Lead Applicant	City of Colorado Springs
Was an application for USDOT discretionary grant funding for this project previously submitted?	No

National Bridge Inventory Data

STRUCTURE 1: Fillmore Street Over UPRR

IDENTIFICATION	
Item 1 – State Code & Name	088 - Colorado
Item 8 – Structure Number	CSG-F.98-11.59
Item 5A – Record Type	1
Item 3 – County Code & Name	041 – El Paso
Item 6 – Feature Intersected	UPRR



Item 7 – Facility Carried	Fillmore Street
Item 16 - Latitude	38°52'34.54"
Item 17 – Longitude	-104°49'57.47"
Item 98 – Border Bridge	N/A
Item 99 – Border Bridge Structure Number	N/A
CLASSIFICATION	
Item 112 – NBIS Bridge Length	Y
Item 21 – Maintenance Responsibility	04
Item 22 – Owner	04
AGE AND SERVICE	
Item 42 – Type of Service	On: 5; Under: 2
CONDITION	
Item 58 – Deck Condition	5
Item 59 – Superstructure Condition	6
Item 60 – Substructure Condition	5
Item 62 – Culverts	N/A
GEOMETRIC DATA	
Item 49 – Structure Length	123.2'
LOAD RATING AND POSTING	
Item 70 – Bridge Posting	5
Item 41 – Structure Open, Posted, or Closed to Traffic	A
APPRAISAL	
Item 113 – Scour Critical Bridges	N
INSPECTIONS	
Item 90 – Inspection Date	4/21/2020

STRUCTURE 2: Fillmore Street Over Monument Creek

IDENTIFICATION	
Item 1 – State Code & Name	088 - Colorado
Item 8 – Structure Number	CSG-G.14-11.58
Item 5A – Record Type	1
Item 3 – County Code & Name	041 El Paso
Item 6 – Feature Intersected	Monument Creek
Item 7 – Facility Carried	Fillmore Street
Item 16 - Latitude	38°52'34.06"
Item 17 – Longitude	-104°49'53.07"
Item 98 – Border Bridge	N/A
Item 99 – Border Bridge Structure Number	N/A
CLASSIFICATION	
Item 112 – NBIS Bridge Length	Y



Item 21 – Maintenance Responsibility	04
Item 22 – Owner	04
AGE AND SERVICE	
Item 42 – Type of Service	On: 5; Under: 5
CONDITION	
Item 58 – Deck Condition	6
Item 59 – Superstructure Condition	6
Item 60 – Substructure Condition	6
Item 62 – Culverts	N/A
GEOMETRIC DATA	
Item 49 – Structure Length	288.3'
LOAD RATING AND POSTING	
Item 70 – Bridge Posting	5
Item 41 – Structure Open, Posted, or Closed to Traffic	A
APPRAISAL	
Item 113 – Scour Critical Bridges	5
INSPECTIONS	
Item 90 – Inspection Date	4/21/2020

Project Costs

BIP Request Amount	Exact amount in year-of-expenditure dollars: \$750,000
Estimated Total of Other Federal Funding (excluding BIP Request)	Estimate in year-of-expenditure dollars: \$0
Estimated Other Federal Funding (excluding BIP), further detail	Program: N/A Amount: N/A
Estimated Non- Federal Funding	Source: Pike Peak Rural Transportation Authority (PPRTA) Emergency Bridge Fund Amount: \$750,000
Total Planning Project Cost	Estimate in year-of-expenditure dollars: \$1,500,000

Project Outcome Criteria

CRITERIA #1: BIP Program Goals	The planning project conduct a Planning and Environmental Linkage (PEL) Study that will expedite the replacement of two bridges with condition issues that present an urgent threat to safe and efficient roadway and freight rail movement. The future Bridge Project will improve mobility, address condition issues for bridges on a key east-west
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	corridor and leverage non-Federal funding contributions. Additional discussion of alignment with BIP program goals is in Section IV of the narrative document.
CRITERIA #2: Project Description	This planning project will evaluate a bridge project to replace two structures on the National Bridge Inventory that are at a critical point of degradation and is anticipated to fall into poor condition in the next inspection. The replacement would rectify the lack of bicycle and pedestrian infrastructure and would address existing traffic congestion for short- and long-term conditions on Fillmore Street. Section I of the narrative document provides a detailed description of the project. Section IV explains how the project aligns with BIP evaluation criteria.
CRITERIA #3: Project Schedule	ONE SENTENCE SUMMARY. A full schedule of the planning activities, future BIP grant application, final design, and construction milestones is in Section IV of the narrative document.
CRITERIA #4: Project Budget	The planning project will use \$1.5 million including \$750,000 of local Emergency Bridge Funds and \$750,000 in BIP funds to develop a locally preferred alternative (including conceptual design plans) and conduct preliminary environmental evaluation. This planning work will advance a bridge replacement project that will meet BIP statutory goals and schedule requirements. Section IV of the narrative document and the Budget Narrative Attachment provide further discussion related to project budget.

Planning Priority Considerations

PLANNING PRIORITY CONSIDERATIONS: Does the application support any of the DOT Planning Priority Considerations listed in Section E.2a of the NOFO? If the application supports one or more of the considerations for the FY22 submissions, describe which consideration(s) it supports and how. In the discussion below, reference to previous sections in which additional information was detailed to support the consideration(s).

The proposed bridge replacement project is not expected to exceed \$100 million in total costs, so this planning application does not support a future Large Bridge Application, per FY 2022 priority considerations.



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FORMS

- SF424
- Disclosure of Lobbying Activities
- Grants.gov Lobbying Form

BUDGET NARRATIVE ATTACHMENT

ADDITIONAL ATTACHMENTS

- A. Letter of Funding Commitment
- B. Bridge Asset Management Plan
- c. Inspection reports





July 25, 2022

The Honorable Pete Buttigieg
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: City of Colorado Springs Bridge Investment Program (BIP) Planning Grant Application for
Fillmore Street Bridge Improvements and Trail Connection – I-25 to Monument Creek Trail

Dear Secretary Buttigieg:

The City of Colorado Springs is pleased to submit the BIP Planning Grant intended to repair critical bridge infrastructure, improve traffic safety and operations, and enhance multimodal connectivity on a critical transportation corridor in the heart of the City. Two bridges just east of I-25 carry Fillmore Street over Monument Creek, the Pikes Peak Greenway trail, and the Union Pacific Railroad.

The two bridge structures on Fillmore Street are falling into poor condition and need immediate replacement. Continued deterioration requires increased annual operations and maintenance costs to the City. In addition to the risk of bridge closure or capacity restrictions, the deck conditions on both structures create the potential for concrete to fall on the rail tracks or the Pikes Peak Greenway Trail below. The replacement of these structures is a top priority for the City.

In addition to the bridges' declining condition, past local and regional planning efforts have identified deficiencies in each bridge's bicycle and pedestrian facilities, connections to Pikes Peak Greenway from Fillmore Street above, and traffic operations. Fillmore Street is the only east-west corridor in the central part of Colorado Springs, and it is highly congested. Replacing these two bridges is key to improving traffic operations and multimodal access along the corridor.

The planning project would use \$1.5 million (including \$750,000 in BIP funds) to identify a locally preferred alternative, conduct the preliminary environmental evaluation, and develop conceptual design plans to advance a bridge replacement project. These planning efforts would significantly improve project readiness and make it ripe for additional federal funding.

The City is committed to providing local funding sources to meet grant requirements from planning through construction. I very much appreciate your favorable consideration of a grant award for this vital project.

Sincerely,

A handwritten signature in blue ink that reads "John Suthers".

John Suthers
Mayor, City of Colorado Springs

I. Project Information

The City of Colorado Springs (City) is seeking Bridge Investment Program (BIP) planning funds to conduct a PEL study to advance project development on the replacement of **two deteriorating bridges that carry Fillmore Street over Monument Creek and the Pikes Peak Greenway Trail (NBI Structure Number CSG-G.14-11.58) and the Union Pacific Railroad (UPRR) (NBI Structure Number CSG-F.98-11.59)** with improved multimodal access and connections to the City’s spine trail system. The planning project will lead to an application for BIP Bridge Funds to complete final design, NEPA, and construction in FY 2023. Without the BIP, the City does not have the available resources to initiate the process to address the urgent need to replace these structures.



The existing bridges are over 60 years old and were widened in 1971. The bridge over Monument Creek is a four-span bridge that is 288 feet long. The bridge over the railroad is a three-span bridge that is 123 feet long. Both bridges have rolled steel girders with 74-foot-wide concrete bridge decks. The abutments and piers have driven pile foundations. Per the 2020 NBIS inspection reports, both bridges are on the lower end of fair (condition rating 5) for structural evaluation ratings. The bridges only have a 4-foot-wide sidewalk on one side.

Also, both bridges have numerous structural and scour issues that are causing their rapid decline. They are currently coded in “fair” condition, but **it is likely that the next routine bridge inspection will downrate them to “poor” condition.** Significant condition issues identified in inspection reports in Attachment C include:



- ▶ **Rocker Bearing Rotation.** Several rocker bearings on the Monument Creek bridge have rotated over half of their allowable rotation, with four of those exceeding the critical tipping angle. These bearings require immediate attention as they are at a significant risk of failure. A rocker bearing failure could cause the superstructure to fall over nine inches since the existing bearings are 17 inches tall. Such an incident would result in an impact load to an already deteriorating pier cap and substructure. The bearing and superstructure failure would create a hazardous obstruction to the traveling public. In addition, it would also damage the utilities that are one the bridge. This would lead to closure of the bridge, which is the only east-west connection in central Colorado Springs, as well as a closure of the Pikes Peak Greenway Trail below. Similar bearing failures within the City have cost over \$2 million to repair.
- ▶ **Bridge Deck Condition. The existing bridge decks are nearing the end of their functional lives. In Colorado Springs, the City has seen a pattern of the life of a bridge deck being 55 to 65 years.** Visual observations and the inspection reports photos show the staining due to concrete and reinforcing steel degradation. In addition, high chloride levels have also delaminated concrete, putting both pedestrians and railroad functions at risk from falling pieces of concrete bridge deck weighing up to 50 pounds. These increases in chloride also present the risk of additional delaminated and spalled concrete that could fall onto the pedestrian trail and railroad tracks. **Currently the City is performing a bridge deck patching effort on the railroad bridge to address several locations where the concrete is degraded and creating potholes. Although this effort is essentially a bandaid maintenance effort, it is anticipated there will need to be more investment in these efforts in the next few years.**
- ▶ **Slope Paving Void.** Current inspections also show there to be a large void under the slope paving of the Railroad bridge. If gone unattended this could lead to severe undermining of the existing bridge foundations.

In addition to the bridges' rapidly declining condition, past local and regional planning efforts have identified deficiencies in the bridge's bicycle and pedestrian facilities, connections to Pikes Peak Greenway from Fillmore Street above, and traffic operations. **Fillmore Street is the only east-west corridor in the central part of Colorado Springs and is in the 90th percentile for traffic congestion.** The City is anticipating significant growth in the coming decades, with concentrated redevelopment northeast of the project area expected to exacerbate future congestion issues.

The City is developing a new Master Transportation Plan, ConnectCOS, that identifies the Fillmore Street connection from Nevada Avenue to I-25 as a critical corridor. Replacing these two bridges is key to improving traffic operations and multimodal access along the corridor. The proposed PEL will engage stakeholders and the public in a decision-making process to identify, evaluate, and advance a candidate project that will address these issues and seek BIP implementation funds in the future.

Continued deterioration results in increased annual operations and maintenance costs to the City. In addition to the risk of bridge closure or capacity restrictions, the deck conditions on both structures create the potential for concrete to fall on the rail tracks or the Pikes Peak Greenway trail below. The near-term replacement of these structures is a top priority for the City as documented in the City's Bridge Asset Management Program and Plan (Attachment B).



The Pikes Peak Rural Transportation Authority (PPRTA) has committed \$750,000 in Emergency Bridge Funds, and the City is asking for \$750,000 in BIP planning funds to conduct a PEL study designed to address the immediate need for replacing these structures. The proposed planning project will analyze alternative options, build stakeholder support around key decisions, document environmental resources to expedite future review, and establish conceptual design plans. The results of the planning project will position the City to apply for BIP funds to complete NEPA, design, and construction activities.



Challenges & How the Project Addresses Them

DETERIORATING BRIDGE

CONDITION CHALLENGE: Current bridge condition requires extensive ongoing maintenance and inspection. **The City has performed ten different maintenance efforts on these structures in the past twelve years, which is at least five times greater than the citywide average.**

Rocker bearing details for bridges in the City's inventory like the Fillmore Street Bridge have experienced failure resulting in lane closures and unsafe driving conditions. Visual observations demonstrate the existing bridge deck is nearing the end of its life. High chloride levels have also delaminated concrete, **putting both pedestrians and railroad functions at risk from falling pieces of**

HOW ADDRESSED: The BIP planning grant will allow the City to **expedite the planning process for the replacement of the bridges by up to two years** compared with relying on available local funding resources, reducing ongoing O&M costs, and mitigating risk associated with possible closures and cost increases.

This process will address the BIP goal to improve bridge condition by replacing two deteriorating structures on the NBI and eliminating up to two years' worth of vehicular and non-motorized travel over structures in poor or near-poor condition.

The Planning Project will also support the BIP goal for leveraging non-Federal contributions



concrete bridge deck weighing up to 50 pounds. These increases in chloride also present the risk of additional delaminated and spalled concrete that could fall onto the pedestrian trail and railroad tracks. Current inspections also show there to be a large void under the slope paving of the western bridge. If left unattended this could lead to severe undermining of the existing bridge foundations.

from sponsors and stakeholders, as dollars saved from the exponentially increasing operations and maintenance costs associated with these deficient structures can be repurposed through the City’s bridge asset management planning process.

MULTIMODAL CONNECTION

CHALLENGE: Existing Fillmore Street does not provide safe, accessible non-motorized travel across the railroad, between the bike lanes along Chestnut Street and the Pikes Peak Greenway Trail. There is a non-standard sidewalk on the south side of the bridge that is not ADA-compliant and has no buffer between the sidewalk and eastbound vehicle traffic.

There is no access to the Pikes Peak Greenway Trail from the Fillmore Street bike lanes or adjacent multimodal connections on the existing roadway network. The lack of pedestrian facilities also limits the accessibility of a bus stop located on the west side of the project area, served by Mountain Metro Transit (MMT) bus route 17.

HOW ADDRESSED: The planning project will integrate commitments made in the City’s Comprehensive Plan, Intermodal Transportation Plan, Bike Master Plan, Parks Master Plan, East-West Mobility Plan, and the PPACG 2045 Long Range Transportation Plan and other larger network planning efforts to establish connections that are safe, comfortable, and serve long-term transportation goals.

This corresponds with the BIP goal to improve the safety and reliability of people and freight movements over the bridges. It will also provide safe pedestrian and bicycle movements that are currently not available.

TRAFFIC OPERATIONS AND SAFETY

CHALLENGE: The Fillmore Street corridor through the study area is in the 90th percentile for traffic congestion in the City, and the existing structures do not meet current design standards for safety. There is a dire need for this corridor to operate safely and efficiently to facilitate everyday travel by passenger and freight vehicles as well as emergency wildfire evacuation.

HOW ADDRESSED: The planning activities will identify operations and safety design solutions that accommodate existing and expected future demand for vehicular travel. The evaluation process will also identify site-specific bicycle and pedestrian facilities and crossings to safely accommodate non-motorized travel.

FUTURE RAIL ACCOMMODATION

CHALLENGE: It is unknown whether the existing span of the structure over the rail tracks will allow for the height or width necessary to accommodate future passenger rail tracks and freight needs beneath Fillmore Street.

HOW ADDRESSED: The planning project will include coordination with UPRR and BNSF as well as Amtrak and the State of Colorado to better understand future needs through planning process and design to support future growth of Southwest Chief and Front Range Passenger Rail as well as freight movement.

This corresponds with the BIP goal to improve freight movements safely, efficiently, and



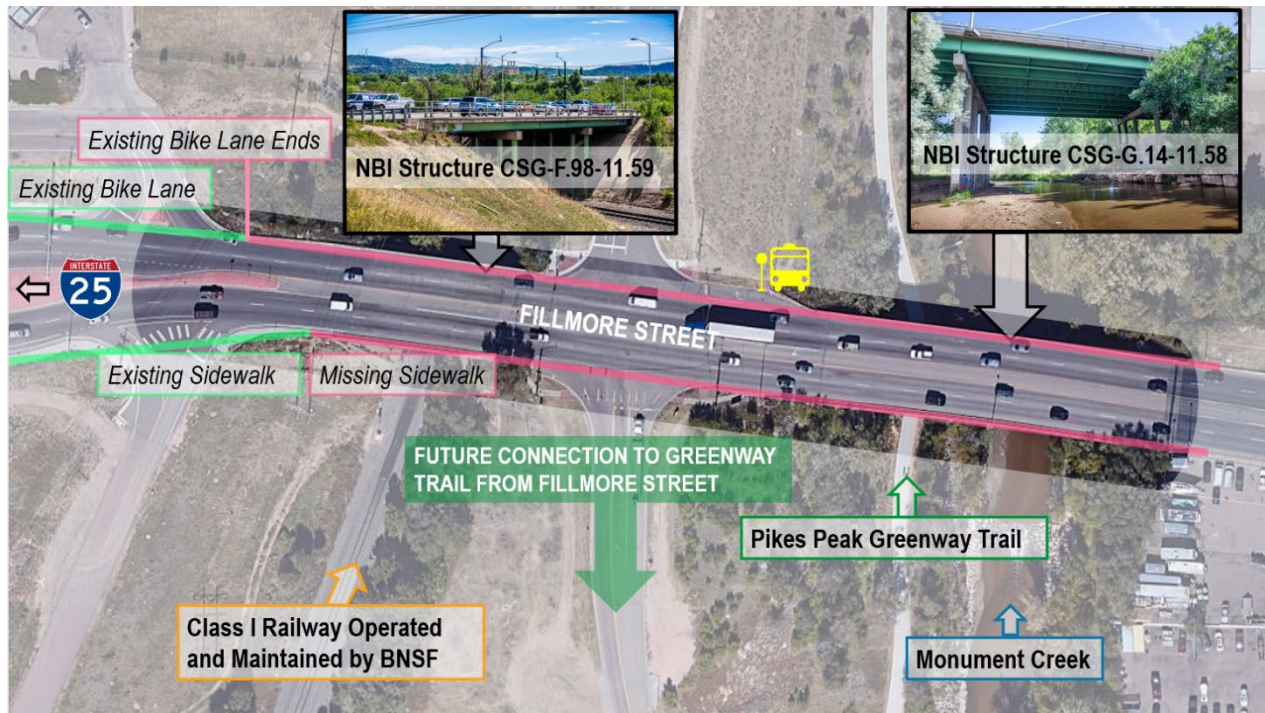
	reliably, as well as accommodate future freight and passenger rail growth through the corridor.
<p>NETWORK OPERATIONS DURING CONSTRUCTION CHALLENGE: Without appropriate planning work, the phasing and implementation of improvements on Fillmore Street could disrupt traffic operations on one of the City’s few east-west corridor connections, and create barriers and inaccessibility for non-motorized users at crossings. This would exacerbate the existing lack of ADA-compliant facilities on the bridges. There is also a risk of disruption to freight rail operations if railroad company requirements and needs are not accounted for early in project development.</p>	<p>HOW ADDRESSED: The planning process to determine appropriate phasing of construction, identification of early projects and timing to maintain safe and accessible connectivity for active modes across the bridge and along the Pikes Peak Greenway Trail, as well as maintaining accessibility to homes and businesses nearby. The project will include early coordination with the railroad companies to identify and incorporate applicable requirements to maintain freight operations.</p> <p>This also supports the BIP goal for safe and reliable people movements over (and under) the bridge and will avoid safety issues during construction if people attempt to cross the bridge or use the Pikes Peak Greenway Trail without proper accommodations.</p>
<p>EMERGENCY EVACUATION DISRUPTION CHALLENGE: In the event of an emergency such as a wildland fire, Fillmore Street serves as a key evacuation route for Colorado Springs. The bottleneck presented by the existing bridges could limit the safe movement of people during such an event. Additionally, if the bridges continue to deteriorate and must be closed or restricted, there are no viable alternate routes for many neighborhoods to quickly evacuate across I-25.</p>	<p>HOW ADDRESSED: Advancing the planning process and bridge replacement will better position the City to be responsive in an emergency in the future, and to provide reliable routes for movement across or out of the City.</p> <p>This supports the BIP goal for safe and reliable people movement across the bridges on Fillmore Street, which are an integral part of the region’s infrastructure network.</p>

Project History and Location

The project area, shown in Figure 1, is immediately east of I-25 and approximately three miles north of downtown Colorado Springs. The western bridge (NBI Structure Number CSG-F.98-11.59) crosses the only Class I rail line operating along Colorado’s front range. This rail line is operated and maintained by BNSF (and owned by UPRR), and will also serve future passenger rail connections, including a planned expansion of Amtrak’s Southwest Chief line as well as the proposed Front Range Passenger Rail. The eastern structure (NBI Structure Number CSG-G.14-11.58) crosses Monument Creek, which is the main tributary through the City of Colorado Springs and is part of the Waters of the United States (WOTUS). It also crosses the Pikes Peak Greenway, which is the primary multi-use trail corridor in Colorado Springs.



Figure 1: Project Area



Fillmore Street was a state highway until 2007, when the City took ownership of the facility from the Colorado Department of Transportation (CDOT). Since then, the City has made significant progress toward developing a long-term vision for the corridor, which has been refined through the transportation planning process articulated [in the Critical Corridor analysis identified in ConnectCOS, the City's Master Transportation Plan update currently under development](#). The plan update confirms the current structures over the railroad tracks and Monument Creek/Greenway act as a bottleneck for the corridor and are remiss in providing adequate nonmotorized facilities and connections to regional infrastructure.

The replacement of these structures to address condition issues and operational deficiencies is also supported by numerous City plans and recent investments in nearby infrastructure:

- ▶ The **Bridge Asset Management Plan (Attachment B)** identifies the replacement of these structures as a top priority.
- ▶ The [Renew North Nevada Avenue Master Plan](#) calls for changes to the cross-section of Fillmore Street to better reflect the increasing demand on the corridor. This includes planned increases in housing and commercial density as well as a need for improved multimodal connections.
- ▶ The [PlanCOS Master Plan Update](#) articulates the broader land use and connectivity context that necessitates the replacement of these bridges. The PlanCOS Thriving Economy Framework map highlights three types of economic development near Fillmore Street. These areas, including the North Nevada and Cybersecurity Center and the Penrose Hospital, promote local economic development and rely on the connection to I-25 provided by Fillmore Street.



- ▶ The [Parks Master Plan](#) identifies the Pikes Peak Greenway as a Tier 1 trail and emphasizes the need to allow for access from Fillmore Street.
- ▶ The [Bike Master Plan](#) includes a trail connection along Fillmore Street through the study area in its [Vision Network Map](#).
- ▶ The [Truck Network Map](#) identifies Fillmore Street through the study area as a designated truck route for the City.
- ▶ The City's **East-West Mobility Study**, completed in 2002, identified the deficiency of the existing bridges on Fillmore Street to accommodate growth anticipated in the region, especially given the lack of nearby parallel routes.
- ▶ The recent **reconstruction of the I-25 and Fillmore Street interchange**, completed in 2016 by CDOT in collaboration with the City, improved safety, and operational conditions for vehicles as well as pedestrians/bicyclists across the interstate. However, the bridges east of I-25 (those included in this BIP planning project) was not included with the interchange reconstruction project and did not improve traffic operations east of the interchange. Additionally, the new ADA-accessible sidewalk facility crossing the interstate does not continue east across the existing bridges in the study area nor do the new bike lanes provide connectivity to the Pikes Peak Greenway.
- ▶ The City completed **improvements to Fillmore Street west of the study area** in 2014. These improvements included additional roadway capacity and on-street bike lanes, but the potential reduction of traffic congestion and greenhouse gas emissions is limited by the bottleneck presented by the bridges to the east, in this project's study area.

The Pikes Peak Greenway Trail is the spine of the City's trail network.



Support of Local Economy

In the [PlanCOS Vision Map](#), the Fillmore Street bridges are located in a “Changing Neighborhood,” which reflects the significant residential growth expected immediately north and east of the study



area. The comprehensive plan Vision Map also identifies the connection between the trail along Chestnut Street and the Pikes Peak Greenway as part of the Primary Trail Network. Other elements of the plan, including the Renowned Culture Framework, identify hot spots of cultural centers, community assets, and creative districts, all connected by the Fillmore Street east-west corridor. Furthermore, the Fillmore Street corridor from Centennial Boulevard to Union Blvd is identified as a truck route on the Colorado Springs [Truck Route Map](#), providing key transportation connections for freight movements through Colorado Springs.

Lead Applicant

The City of Colorado Springs is the lead applicant and will administer all required grant agreement and approval processes.

Approximately 20 projects, or 30%, of the City's transportation capital improvement program has federal funding sources. The City is a direct recipient of EPA, FRA, and FTA funds, and regularly manages federal funds through suballocations administered by the state and the metropolitan planning organization. All the City's project managers (seven engineers) are engaged in one or more of these projects, and they provide the oversight necessary to fulfill federal requirements associated with these funds.

The City also has a grants management team in the Finance Department with full-time staff dedicated to the administration of grants, including meeting all Federal requirements. **The City managed \$93 million in Federal grants in fiscal year 2021 and had no findings in its 2021 Single Audit.**

Project Parties

This project is supported by PPRTA, which is a voter-approved sales tax to improve and maintain roads and support public transit. It is a collaborative among six regional governments including the cities of Colorado Springs and Manitou Springs, El Paso County, and the towns of Green Mountain Falls, Ramah, and Calhan.

"PPRTA will provide the local matching funds for the City of Colorado Springs through an Emergency Bridge Fund."

~ Holly Williams, PPRTA Board Chairperson

The City will coordinate with a wide range of stakeholders through the planning process. A key task outlined in the Budget Narrative Attachment is maintaining coordination with the Class I railroads – UPRR and BNSF. **The City holds regular coordination meetings with the railroads and has successfully partnered with them to deliver many projects in recent years**, including the replacement of the Circle Drive bridges over the tracks.

Colorado Springs Utilities (CSU) will also be a critical partner as the project enters detailed design and delivery phases. The City has an Executive Agreement in place with CSU for their non-federal fund participation for public utility relocations. This partnership works successfully on multiple projects each year.



II. National Bridge Inventory Data

Complete documentation of required NBI data points for the relevant structures is included in the project template form at the beginning of this application. These structures have condition ratings as low as 5. More recent inspections found that there are significant rotations of the rocker bearings on the Monument Creek bridge. Four of these rocker bearings exceed the critical angle, and their failure could lead to a significant drop of the superstructure and closure of the bridge. The most recent NBI rating for the structure does not consider the rotation of the rocker bearings. The restrictions associated with UPRR right-of-way exacerbate the challenges of maintaining the existing structure over the railway. **Both bridges are at great risk of falling into poor condition in the next inspection cycle.**

*"The two bridge structures on Fillmore Street are falling into poor condition **and need immediate replacement.**"*

~ John Suthers

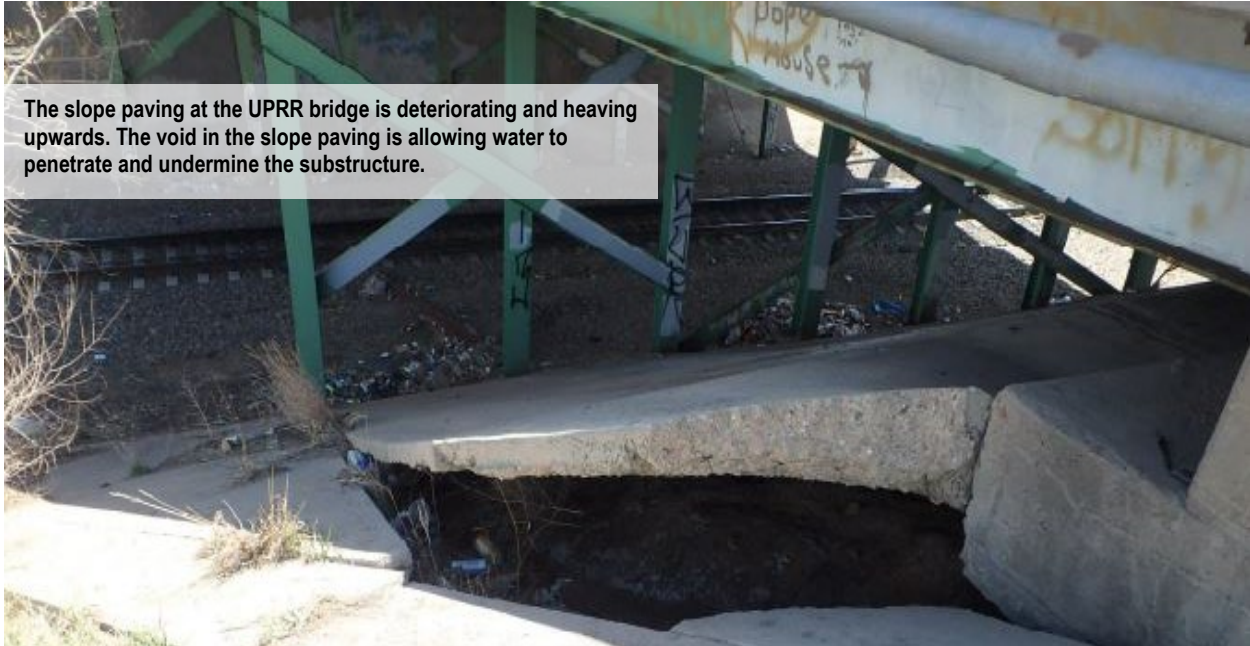
Mayor, City of Colorado Springs

Additional Bridge Inventory Data

The Fillmore Street bridges have required the mobilization of maintenance crews approximately five times more than the citywide average. Beyond the NBI data, recent inspections have surfaced numerous bridge condition issues that require immediate attention. These challenges, discussed elsewhere in this application narrative as well as in the section below, create the urgent need to advance the planning of a bridge replacement project using BIP funds combined with the PPRTA Emergency Bridge Funds.

The underside of the decks on both bridges are showing significant map cracking and efflorescence. Visual inspection has shown that the chloride content has surpassed the typical values where rehabilitation is considered economical. These defects, left untreated, will continue to deteriorate at an exponential rate causing further damage to the structure as well as a potential safety hazard for both trail users and the railroad underneath the bridges.







The Monument Creek bridge is experiencing scour at Pier 3. This contraction scour has resulted in the exposure of the deep pile foundation. Scour mitigation is needed to address the stability of the overall



Substandard guard rails on both bridges present a safety issue for vehicular traffic as well as trail users and rail movement below.



III. Project Costs – Grant Funds, Sources, and Use of all Project Funding

The total cost of the planning project is \$1.5 million. The City is asking for a BIP planning grant of \$750,000 to be used in fiscal year 2023. Please refer to **Table 2** for the breakdown of proposed sources of project funds.

Table 1: Sources of Project Funds

Project Funds Sources (Dollars)			
	Federal	Local	Percentage
Proposed BIP Planning Grant	\$750,000		50%
PPRTA Emergency Bridge Funds		\$750,000	50%

Commitment of Local Match

The City has set aside \$750,000 in Emergency Bridge Funds from PPRTA to serve as a local match to expedite a PEL and position the bridges for future construction funding from the BIP.

The Emergency Bridge Fund addresses unfunded bridge needs and provides the City the ability to repair, replace, or rehabilitate a bridge that has a serious deterioration issue or safety concerns to the travelling public. Historically, Emergency Bridge Funds have been invested in replacement design and construction efforts. The funds have enabled the City to leverage other funding sources, advance design efforts, and address critical bridge needs.

Due to the nature of these funds, no restrictions or contingencies are placed on the use or timing of them which would limit the ability to complete the planning project. The letter of support from PPRTA (see Attachment A) states its commitment to provide the local match funds. As shown in Table 2, the City has identified funding resources through the planning, design, NEPA, and construction of the project to match future federal grant support.



Table 2: Future Funding Projections

Fiscal Year of Programmed Funds	TOTAL	2023	2024	2025	2026	2027	2028
Available Funds							
Grant - BIP Planning	\$750,000	\$750,000	\$-	\$-	\$-	\$-	\$-
PPRTA Emergency Bridge Funds	\$1,250,000	\$750,000	\$500,000	\$-	\$-	\$-	\$-
Grant - BIP Bridge (Future)	\$28,900,000	\$-	\$2,000,000	\$2,000,000	\$8,500,000	\$8,400,000	\$8,000,000
PPRTA Capital	\$10,100,000	\$-	\$-	\$1,000,000	\$3,000,000	\$3,100,000	\$3,000,000
Utilities	\$800,000	\$-	\$-	\$-	\$400,000	\$400,000	\$-
Parks	\$1,000,000	\$-	\$-	\$-	\$500,000	\$500,000	\$-
Total Funds/ Summary by Year	\$42,800,000	\$1,500,000	\$2,500,000	3,000,000	\$12,400,000	\$12,400,000	11,000,000
Funding Split by Percentage							
Federal Funds	69.3%	50.0%	80.0%	66.7%	68.5%	67.7%	72.7%
Non-federal Funds	30.7%	50.0%	20.0%	33.3%	31.5%	32.3%	27.3%

IV. Project Outcome Criteria

BIP Program Goals

The planning project will position a future bridge replacement project aligned with BIP program goals. The project attributes that meet statutory BIP program goals are detailed below.

- 1) *The planning project will support the improvement of the safety, efficiency, and reliability of the movement of people and freight over bridges by:*
 - ▶ **Developing conceptual plans** to provide additional and improved connections to the primary trail network in Colorado Springs that are safe and reliable for active users.
 - ▶ **Integrating commitments** in citywide and regional plans to establish safe and comfortable connections and pathways for active transportation modes.
 - ▶ **Reducing the possibility of future bridge failure and closure** of a key city truck route as well as the only Class I freight railway corridor in Colorado.
 - ▶ **Developing an efficient phasing and implementation plan** for bridge replacement that limits disruption and improves safety for vehicle traffic operations, freight rail operations, and non-motorized user travel on the existing trail network through construction. This will



enable safe and reliable movements for people and goods at a local and regional level and is especially important for maintaining emergency evacuation routes.

The second BIP goal for planning projects is to improve the condition of bridges in the United States by (a) *reducing the number of bridges in poor condition or in fair condition and at risk of falling into poor condition within the next 3 years*, (b) *reducing the total person miles traveled over bridges in poor condition, or in fair condition and at risk of falling into poor condition within the next 3 years*, (c) *reducing the number of bridges that do not meet current geometric design standards, or cannot meet the load and traffic requirements typical of the regional transportation network*, and (d) *reducing the total person miles traveled over bridges that do not meet current geometric design standards, or cannot meet the load and traffic requirements typical of the regional transportation network*. The planning project will meet this goal by:

- ▶ The two structures that are the focus of this planning effort are likely to fall into poor condition within the next year. Developing a preferred alternative, preliminary environmental analysis, and conceptual design for the reconstruction of the Fillmore Street bridges will create a pathway to replacing the bridges as expediently as possible to minimize travel over deficient bridges. The PEL will allow for careful consideration of current and future load and traffic needs to improve the long-term resiliency of the City’s transportation network.

The planning project would support the goal to provide financial assistance that leverages and encourages non-Federal contributions from sponsors and stakeholders involved in the planning, design, and construction of eligible projects by:

- ▶ Leveraging the PPRTA Emergency Bridge Fund available to the City and BIP Planning funds in FY 2023 will jump-start the process of replacing the bridges and will save up to two years of additional rehabilitation and operations and maintenance costs associated with the deficient structures. This project’s focus on creating new trail connections and accommodating potential future freight and passenger rail capacity make it a high priority for the City’s regional partners. Infusing the planning and future implementation of the project with Federal BIP funds will help build support and create new opportunities for non-Federal funding commitments.

Project Description

The planning project is detailed in Section I. of this narrative. It will lead to a BIP Bridge Project application that will address outcome criteria identified in the FY 2022 Notice of Funding Opportunity (NOFO) as follows:

State of Good Repair

Immediate replacement of these two bridges is needed. A midspan pier cap supporting the bridge girders exhibits spalling, shear cracks, and delamination. The support bearings are deflected, and continual monitoring is necessary. Significant deck deterioration is evident through cracks, spalling, exposed reinforcement with section loss, and efflorescence is present throughout. The bridge degradation requires expeditious intervention for the safety of the traveling public. More discussion of the bridge condition issues is detailed in Section II of this narrative.



The future bridge replacement project will reduce future O&M costs associated with inspecting and maintaining the two bridges. The planning project will analyze specific risks associated with delaying the replacement of the structures and allow the City to minimize future infrastructure risks.



Safety

The study area includes several roadway conditions and intersections identified as having a low level-of-safety-service according to the Pikes Peak Area Council of Government's (PPACG) [Long Range Transportation Plan](#). Between 2015 and 2019, there were over 50 crashes recorded in the study area, [according to PPACG traffic data](#). This includes several crashes that resulted in injuries. The planning project will analyze recent crash data and advance alternatives that offer the potential for improved safety conditions in the future.



Mobility and Economic Competitiveness

Fillmore Street, east of I-25, was identified in the top 10th percentile of worst performing corridors in terms of congestion (measured by the Travel Time Index, vehicle hours of delay, and vehicle hours of delay per mile) in the ConnectCOS Transportation System Assessment Working Paper (May 2021). It also ranks in the top 10th percentile for worst intersection approach congestion across the City of Colorado Springs and was identified in the study as a Critical Corridor. The [ConnectCOS Critical Corridor Portraits](#) identify the Fillmore Street corridor, both east and west of I25, as an important area for future improvements.

The ultimate bridge reconstruction project will support improved traffic operations and reduce congestion through the Fillmore Street corridor and will enhance the success of future projects along this and adjacent key corridors to reduce congestion and improve multimodal connections.



Climate Change, Resiliency, and the Environment

In determining a preferred alternative, the planning project will consider future risks associated with climate change. Bridge geometry and structure selection will be evaluated according to extreme outcomes for wildfire and flood risk.

The planning project will also evaluate opportunities to improve resiliency of the structures through material and design criteria that will lengthen the useful life of the structure and minimize future maintenance costs.

The opportunity for greenhouse gas reduction will be an important consideration through improved traffic operations and minimizing idling vehicles on the bridges, as well as through mode shift opportunities presented by improved bicycle and pedestrian connections.

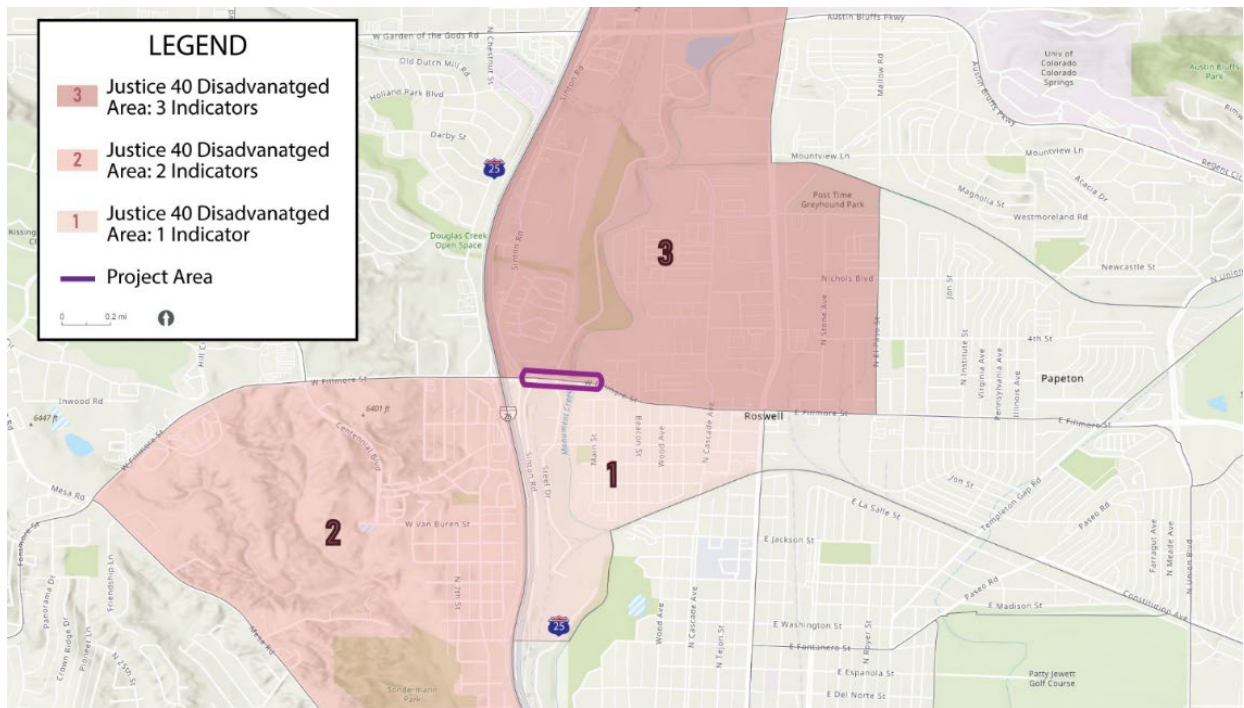


Quality of Life

The study area for the project includes three Census tracts with disadvantaged indicators identified by the [Justice 40 Climate and Economic Justice Screening Tool](#). The planning project will use this baseline understanding of equity challenges in the study area to design an outreach program and analysis process that addresses the community's key concerns.



Figure 2: Study Area Justice 40 Disadvantaged Communities



The Census tract in the northern section of the study area is at a disadvantage for clean water and wastewater, health burdens, and workforce development. This area is in the 94th percentile for wastewater discharge/toxic concentrations at stream segments, in the 86th percentile for low-income indicators (meaning that the household income is less than or equal to two times the federal poverty level), and in the 90th percentile for prevalence of asthma.

The Census tract in the southern portion of the project area is at a disadvantage for clean water and wastewater infrastructure. It is in the 93rd percentile for wastewater discharge and 84th percentile for low-income households. Since this project will improve vehicular, bicycle, and pedestrian mobility in the area through the improvement of the degrading bridges, the community surrounding the project will have greater access to amenities and resources as well as more equitable and accessible transportation options.

The Census Tract directly to the west of the project area is at a disadvantage for clean transit and clean water and wastewater infrastructure. This area is in the 90th percentile for traffic proximity and volume, the 69th percentile for low-income households, and the 90th percentile for wastewater discharge.

Innovation

Delivery: Through the PEL process, the City will explore the possibility of alternative delivery methods to expedite implementation, consistent with the needs of the project scope. Methods under consideration will include progressive design-build.

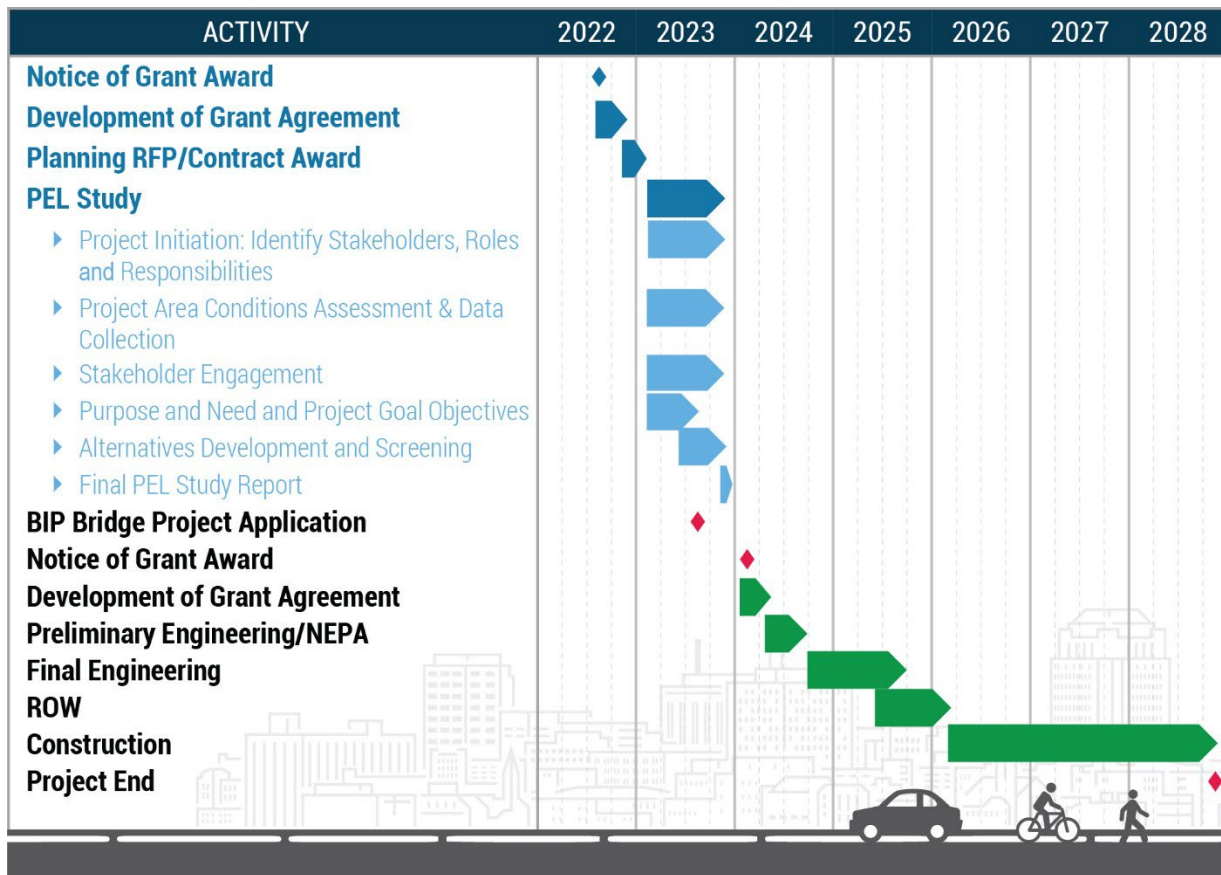


Financing: The City has identified a bundle of funding sources to deliver the bridge replacement project. PPRTA emergency bridge funds will support the planning project as well as final design and NEPA. PPRTA capital funds are expected to support construction, and additional funding partners include Colorado Springs Utilities and the City’s Parks budget.

Project Schedule

The replacement of the Fillmore Street bridges is a top priority for the City but cannot be accomplished expediently without support from the BIP. The schedule shown in **Figure 3** details a plan to leverage planning funds to enter the final engineering design phase by Q4 of 2024. The City is committed to a planning process that synthesizes BIP goals with a community vision for the corridor.

Figure 3: Project Schedule

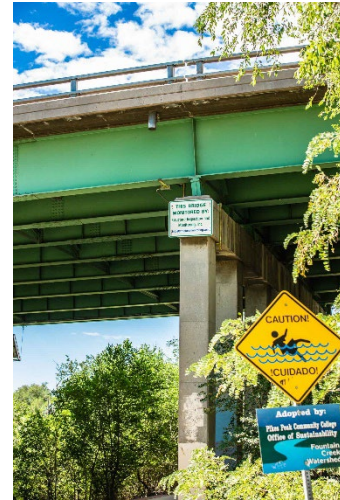


Project Budget

The budget described below outlines how the BIP grant will support the development of alternatives to identify items that will improve the functionality and long-term sustainability of the Fillmore Street bridges over the railway and Greenway trail and creek, respectively.

A more detailed Scope of work that corresponds to the budget table below (Table 3) can be found in the Budget Narrative Attachment.

The first task (**1. Project initiation and ongoing management**) will be used to provide planning, management, and coordination necessary for the timely and efficient execution of this contract. This task will also be used for initial coordination with the rail carriers (BNSF and/or UPRR as appropriate) to alert them to the future project and get input early on from them.



The second task (**2. Project Area Conditions assessment and data collection**) will be used to gather initial site data (such as right-of-way information, survey control, and utility identification) and to evaluate existing conditions. Data collection efforts will include necessary inputs to a future BIP Bridge Project application and benefit-cost analysis, such as bicycle and pedestrian travel counts.

The third task (**3. Stakeholder Engagement**) will focus on engaging the public in a meaningful decision-making process, as well as coordinating with key stakeholders to build support and commitment from the start of the project.

The fourth task (**4. Purpose and Need and Project Goals and Objectives**) will create and document the project's purpose and needs, as agreed upon through a public and stakeholder-driven process. This is a critical building block to support tasks five and six.

The fifth task (**5. Alternatives Development and Screening**) will be used to compare alternatives that meet the Purpose and Need. These alternatives will quantify scenarios through methods such as traffic and safety analysis. This task will also be used to advance disciplines as needed for better comparisons of the Alternatives, including environmental resource analysis and right-of-way impact analysis.

The sixth task (**6.0 Final PEL Study Report**) will be used to create a PEL report that documents the planning effort and key decisions. This document will demonstrate alignment with local, state, and Federal requirements. It will include conceptual design standards, structure selection, documentation of environmental conditions, and other inputs needed to immediately move into design, NEPA, and ultimately construction-phase activities.



Table 3: Planning Project Budget

Tasks Defined in Scope	Budget	% of Total
1. Project initiation and ongoing Management	\$165,000	11%
▶ Project management	\$150,000	10%
▶ Railroad coordination	\$15,000	1%
2. Project Area Conditions assessment and data collection	\$510,000	34%
▶ Survey	\$90,000	6%
▶ ROW	\$90,000	6%
▶ Environmental	\$150,000	10%
▶ Condition assessment	\$180,000	12%
3. Stakeholder Engagement	\$150,000	10%
4. Purpose and Need and Project Goals and Objectives	\$45,000	3%
5. Alternatives Development and Screening	\$450,000	30%
▶ Evaluation criteria	\$75,000	5%
▶ Alt Development	\$150,000	10%
▶ Concept design	\$225,000	15%
6. Final PEL Study Report	\$120,000	8%
Total:	\$1,440,000	96%
Contingency:	\$60,000	4%
TOTAL:	\$1,500,000	

V. Project Priority Considerations

The proposed bridge replacement project is not expected to exceed \$100 million in total costs, so this planning application does not support a future Large Bridge Application, per FY 2022 priority considerations for planning projects.

The bridge replacement project that will result from this PEL study does address the USDOT priority considerations by addressing two regionally significant structures that are at risk of falling into poor condition within the next three years. As detailed in previous sections of the narrative, the future bridge replacement project will be aligned with BIP priorities.





APPENDIX F – BIP FY 2022 NON-STATE DOT DIRECT PLANNING AND CAPITAL GRANT AGREEMENT

Will follow this page.

BIP FY 2022 NON-STATE DOT DIRECT PLANNING AND CAPITAL GRANT AGREEMENT

- | | | | | | | | |
|--|---|----------------|---------------|------------------|---------------|---------------|-----------------------|
| <p>1. Award No.
693JJ32440106</p> <p>4. Award To
City of Colorado Springs
30 S Nevada Avenue
Colorado Springs, CO 80903-1898</p> <p>Unique Entity Id.: HV8LYKJKAQW6
TIN No.: 84-6000573</p> <p>6. Period of Performance
Effective Date of Award as approved by FHWA through September 30, 2030</p> <p>8. Type of Agreement
Grant</p> <p>10. Procurement Request No.
HIF240001PR</p> <p>12. Submit Payment Requests To
See Article 13 of the General Terms and Conditions.</p> <p>14. Accounting and Appropriations Data
1550558B50.2022.050V17F500.5201000000.41010.61006600 = \$750,000.00</p> <p>15. Description of Project
Colorado Springs will conduct a planning and environmental linkages study for two bridges on Fillmore Street over Monument Creek and Pikes Peak Greenway Trail and Union Pacific Railroad.</p> | <p>2. Effective Date
See No. 17 Below</p> <p>3. Assistance Listings No.
20.205</p> <p>5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Avenue, SE
HCFA-32, Mail Drop E62-204
Washington, DC 20590</p> <p>7. Total Amount</p> <table border="0" style="width: 100%;"> <tr> <td>Federal Share:</td> <td style="text-align: right;">\$ 750,000.00</td> </tr> <tr> <td>Recipient Share:</td> <td style="text-align: right;">\$ 750,000.00</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$1,500,000.00</td> </tr> </table> <p>9. Authority
Section 11118(a) of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL"); codified at 23 U.S.C. § 124</p> <p>11. Federal Funds Obligated
\$750,000.00</p> <p>13. Payment Office
See Article 13 of the General Terms and Conditions.</p> | Federal Share: | \$ 750,000.00 | Recipient Share: | \$ 750,000.00 | Total: | \$1,500,000.00 |
| Federal Share: | \$ 750,000.00 | | | | | | |
| Recipient Share: | \$ 750,000.00 | | | | | | |
| Total: | \$1,500,000.00 | | | | | | |

RECIPIENT

16. Signature of Person Authorized to Sign

Blessings A Mobolade *1-12-24*

Signature _____ Date _____
Name: Blessings A "Yemi" Mobolade
Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

Signature _____ Date _____
Name: Hector Santamaria
Title: Agreement Officer

BIP FY 2022 NON-STATE DOT DIRECT PLANNING AND CAPITAL GRANT AGREEMENT

FEDERAL HIGHWAY ADMINISTRATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 BRIDGE INVESTMENT PROGRAM

This agreement is between the Federal Highway Administration (the “**FHWA**”) and the City of Colorado Springs (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Bridge Investment Program (“**BIP**”) Grant for the Plan for Fillmore Street Bridge Improvements and Trail Connections - I-25 to Monument Creek. The Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), authorized and appropriated funds to the FHWA for fiscal year 2022. The funds are available to carry out the BIP under 23 U.S.C. 124 by providing assistance to improve bridge condition and the safety, efficiency, and reliability of the movement of people and freight over bridges.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “**General Terms and Conditions Under the Fiscal Year 2022 Bridge Investment Program (BIP) Grant Program**” dated January 31, 2023, which is available at https://www.fhwa.dot.gov/bridge/bip/general_terms_and_conditions.pdf. The General Terms and Conditions reference the information contained in the schedules A - J to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action which may include but is not limited to terminating the BIP grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the BIP Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
SPECIAL TERMS AND CONDITIONS.**

There are no special terms for this award. While railroad agreement will be necessary to complete final NEPA, design, and construction, the project covered by this grant agreement will only require *coordination* with the railroad.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: Plan for Fillmore Street Bridge Improvements and Trail Connections - I-25 to Monument Creek

Application Date: July 25, 2022

2. Recipient's Unique Entity Identifier. HV8LYKJKAQW6

See section 24.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Gayle Sturdivant
Engineer
City of Colorado Springs
30 S. Nevada Ave., Suite 401
Colorado Springs, CO 80901
Phone Number: 719-385-5628
Gayle.Sturdivant@coloradosprings.gov

4. Recipient Key Personnel.

Name	Title or Position
Gayle Sturdivant	City Engineer/Acting Public Works Director
Brian Stigner	Bridge Asset Manager
Cheryl Callahan	Grants Administrator
Jennifer Vance	Grants Manager

5. FHWA Project Contact(s).

Hector Santamaria
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-494-3811
Hector.Santamaria@dot.gov

and

BIP FY 2022 NON-STATE DOT DIRECT PLANNING AND CAPITAL GRANT AGREEMENT

Angela A. Jones
Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-204
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-4255
Angela.Jones@dot.gov

and

Armando Henriquez, P.E.
Area Engineer for Region 2/ Design Program Manager
U.S. DOT | FHWA Colorado Division
12300 West Dakota Ave, Ste 180
Lakewood, Colorado 80228
(720)963-3031
armando.henriquez@dot.gov

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

8. Federal Award Identification Number.

See section 24.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: None

10. Subawards and Contracts.

No subawards or contracts have been approved.

**SCHEDULE B
PROJECT ACTIVITIES**

1. General Project Description.

The City of Colorado Springs will conduct a Planning and Environmental Linkages (PEL) study to support the future replacement of two bridges carrying Fillmore Street over Monument Creek/Pikes Peak Greenway (NBI Structure Number CSG-G.14-11.58) and the Union Pacific Railroad (UPRR) (NBI Structure Number CSG-F.98-11.59) including new multimodal access and connections.

2. Statement of Work.

The Plan for Fillmore Street Bridge Improvements and Trail Connections - I-25 to Monument Creek: This planning project will evaluate a bridge project that will replace two structures on the National Bridge Inventory that are near poor condition and in need of replacement. This scope of work will be used to develop the following products using the Planning & Environmental Linkages (PEL) Process:

- Vision
- Existing Conditions and Environmental Overview Report
- Purpose and Need Statement
- Alternatives Development and evaluation report
- Recommended alternatives
- Implementation Plan
- Conceptual Plans

To create these elements this scope of work has identified the following tasks to complete the work:

1. Project initiation and ongoing management
2. Project area conditions assessment and data collection
3. Stakeholder engagement
4. Purpose and need and project goals and objectives
5. Alternatives development and screening
6. Final PEL study report

Tasks 1-3 will be items that will continue through the life of the project. Tasks 4,5 and 6 will run chronologically after one another.

Following this study, the City will be positioned well for the next phase of this project. Which includes application for the BIP bridge grant, NEPA, continued stakeholder engagement and final design and construction.

**SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE**

1. Award Dates.

Budget Period End Date: September 30, 2030

Period of Performance End Date: See section 4.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Project Completion Date	September 30, 2030

3. Special Milestone Deadlines.

None.

BIP FY 2022 NON-STATE DOT DIRECT PLANNING AND CAPITAL GRANT AGREEMENT

**SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION**

1. Award Amount.

BIP Grant Amount: \$750,000

2. Federal Obligation Information.

Federal Obligation Type: Single Approved Project Budget.

Eligible Project Costs

	Component 1: Planning/PEL	Total
BIP Grant Funds:	\$750,000.00	\$750,000.00
Other Federal Funds:	\$0.00	\$0.00
State Funds:	\$0.00	\$0.00
Local Funds:	\$750,000.00	\$750,000.00
In-Kind Match:	\$0.00	\$0.00
Other Funds:	\$0.00	\$0.00
Total:	\$750,000.00	\$750,000.00

3. Cost Classification Table

Cost Element	Federal Share	Non-Federal Share¹	Total Budget Amount
Direct Labor	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$750,000.00	\$750,000.00	\$1,500,000
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Budget	\$750,000.00	\$750,000.00	\$1,500,000.00

4. Approved Pre-award Costs

None. The FHWA has not approved under this award any pre-award costs under 2 C.F.R. 200.458.

BIP FY 2022 NON-STATE DOT DIRECT PLANNING AND CAPITAL GRANT AGREEMENT

**SCHEDULE E
CHANGES FROM APPLICATION**

INSTRUCTIONS FOR COMPLETING SCHEDULE E: Describe all material differences between the scope, schedule, and budget described in the application and this agreement. The purpose of this schedule E is to clearly and accurately document the differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. If there are notable changes in aspects of the Project other than scope, schedule, and budget (*e.g.*, recipient changes), those changes should also be described. See section 3.1 of the General Terms and Conditions.

Scope: No change

Schedule:

Application project duration: 11 months

Schedule D project duration: 22 months

Project duration increase is a result of:

- Accounting for contingency in consideration of possible delays associated with procurement of professional services, stakeholder decision milestones, and other factors.
- Accounting for “reasonable and supportable amount of time for finalizing billing documentation for BIP grant funds,” under direction of FHWA instructions in Schedule C.

Application project end date: November 2024

Schedule D project end date: May 2026

End date change is a result of:

- Updated grant agreement timeline, based on award announcement and agreement development process.
- Project duration increase described above.

Budget: No change

The table below provides a summary comparison of the Project budget.

Fund Source	Application		Schedule D	
	\$	%	\$	%
Previously Incurred Costs				
Federal Funds	\$0	0%	\$0	0%
Non-Federal Funds	\$0	0%	\$0	0%
Total Previously Incurred Costs	\$0	0%	\$0	0%
Future Eligible Project Costs				
BIP Funds	\$750,000	50%	\$750,000	50%
Other Federal Funds	\$0	0%	\$0	0%

BIP FY 2022 NON-STATE DOT DIRECT PLANNING AND CAPITAL GRANT AGREEMENT

Fund Source	Application		Schedule D	
	\$	%	\$	%
Non-Federal Funds	\$750,000	50%	\$750,000	50%
Total Future Eligible Project Costs	\$1,500,000	100%	\$1,500,000	100%
Total Project Costs	\$1,500,000	100%	\$1,500,000	100%

Other:

**SCHEDULE F
BIP PROGRAM DESIGNATIONS**

1. Urban or Rural Designation.

Urban-Rural Designation: Urban

2. Historically Disadvantaged Community or Area of Persistent Poverty Designation.

HDC or APP Designation: Yes, Persistent Poverty Tract 3.02.

3. Funding Source.

Funding Source: General Fund

Reserved.

4. Reserved.

5. Security Risk Designation.

Security Risk Designation: Low

6. Capital or Planning Designation.

Capital-Planning Designation: Planning

7. Funding Act.

Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021):

Highway Trust Funds (IIJA § 11101(b)(1)(A)); and

Highway Infrastructure Program (HIP) General Funds (IIJA, division J, title VIII, HIP heading, paragraph (4)).

8. Funds Obligation.

Obligation Deadline: September 30, 2025, for all sources of FY 2022 BIP funds.

9. Cancellation Date.

Highway Trust Funds: Available until expended

IIJA/BIP General Funds: September 30, 2030

BIP FY 2022 NON-STATE DOT DIRECT PLANNING AND CAPITAL GRANT AGREEMENT

**SCHEDULE G
BIP PERFORMANCE MEASUREMENT INFORMATION**

Study Area: Proximity to structures included in study as needed/to be determined during planning activities

Baseline Measurement Date: February 1, 2024

Baseline Report Date: March 1, 2024

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Planning Grant	Project eligible to apply for a Large Bridge or Bridge grant. Whether the BIP Planning grant for planning is associated with the development of a project eligible to apply for a BIP Large Bridge or Bridge grant.	Annual

**SCHEDULE H
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
X	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
X	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
X	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>

BIP FY 2022 NON-STATE DOT DIRECT PLANNING AND CAPITAL GRANT AGREEMENT

X	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

In determining a preferred alternative, the planning project will consider future risks associated with climate change. Bridge geometry and structure selection will be evaluated according to extreme outcomes for wildfire and flood risk.

The planning project will also evaluate opportunities to improve resiliency of the structures through material and design criteria that will lengthen the useful life of the structure and minimize future maintenance costs.

The opportunity for greenhouse gas reduction will be an important consideration through improved traffic operations and minimizing idling vehicles on the bridges, as well as through mode shift opportunities presented by improved bicycle and pedestrian connections.

BIP FY 2022 NON-STATE DOT DIRECT PLANNING AND CAPITAL GRANT AGREEMENT

Finally, the project supports the State of Colorado's HB19-1261, Climate Action Plan To Reduce Pollution, by improving multimodal options and connections as well as a Mountain Metro transit stop in the study area.

**SCHEDULE I
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
X	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
X	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The study area for the project includes three Census tracts with disadvantaged indicators identified by the Justice 40 Climate and Economic Justice Screening Tool. The planning project will use this baseline understanding of equity challenges in the study area to design an outreach program and analysis process that addresses the community's key concerns. The project scope includes improving non-motorized connections and access as part of the future bridge replacement.

Colorado Springs has a Title VI plan, approved by the Colorado State Department of Transportation, detailing commitments to equity and inclusion through delivery of all projects.

**SCHEDULE J
LABOR AND WORK**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	<p>The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. <i>(Describe the relevant provisions in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i></p>
	<p>The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i></p>

BIP FY 2022 NON-STATE DOT DIRECT PLANNING AND CAPITAL GRANT AGREEMENT

	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: <ul style="list-style-type: none"> a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
X	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The planning project will evaluate opportunities to provide labor and workforce opportunities, especially through standards established for procurement of construction phase activities.



APPENDIX G – EXHIBITS TO GRANT AGREEMENTS

Will follow this page.

FEDERAL HIGHWAY ADMINISTRATION
EXHIBITS TO GRANT AGREEMENTS
UNDER THE
FISCAL YEAR 2022 BRIDGE INVESTMENT PROGRAM

January 31, 2023

EXHIBIT A
APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement (also referred to as the “project-specific agreement) for a FY 2022 BIP Grant the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Davis-Bacon Act – 40 U.S.C. 3141, et seq., as applicable under 23 U.S.C. 113
- b. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- c. Hatch Act – 5 U.S.C. 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- g. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- i. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- l. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- m. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- n. American Indian Religious Freedom Act, P.L. 95-341, as amended
- o. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- u. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- v. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- x. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- y. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- z. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- aa. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- bb. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794

- cc. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- dd. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 541, et seq.
- ee. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
- ff. Freedom of Information Act – 5 U.S.C. 552, as amended
- gg. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
- hh. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- ii. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- jj. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
- kk. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
- ll. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303 and 23 U.S.C. 138
- mm. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
- nn. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
- oo. Wilderness Act – 16 U.S.C. 1131-1136
- pp. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- qq. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
- rr. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- ss. Cargo Preference Act of 1954 – 46 U.S.C. 55305
- tt. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201

- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT’s implementation of DOJ’s ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT’s implementing ADA regulations for transit services and transit vehicles, including the DOT’s standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

Office of Management and Budget Circulars

- a. Any applicable OMB Circular based upon the specific FY 2022 BIP Grant Recipient.

Highway Federal Legislation

- a. Highways – Title 23, U.S.C. including but not limited to:
 - a. Brooks Act (for FHWA projects, this incorporates Title IX of the Federal Property and Administrative Services Act of 1949 (formerly 40 U.S.C. 541, et seq.)) – 40 U.S.C. 1101-1104; 23 U.S.C. 112(b)(2)
 - b. Letting of Contracts, 23 U.S.C. 112

- c. Highway Design and Construction Standards, 23 U.S.C. 109
- d. Prevailing Rate of Wage, 23 U.S.C. 113
- e. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- f. Tolls, 23 U.S.C. 301 (to the extent the Recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- g. Size, Weight, and Length Limitations – 23 U.S.C. 127, 49 U.S.C. 31101 et seq.
- h. Buy America – 23 U.S.C. 313
(see http://www.fhwa.dot.gov/construction/contracts/buyam_ga.cfm)
- i. Nondiscrimination – 23 U.S.C. 140
- j. Efficient Environmental Reviews - 23 U.S.C. 139

Federal Highway Regulations

- a. Highways – Title 23, C.F.R. including but not limited to the specific parts identified herein.
- b. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. National Highway System Design Standards – 23 C.F.R. Part 625
- d. Preconstruction Procedures – 23 C.F.R. Part 630 Subparts A and B
- e. Construction and Maintenance – 23 C.F.R. Part 635
- f. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- g. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- h. Procedures for Abatement of Highway Traffic and Construction Noise – 23 C.F.R. Part 772
- i. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774
- j. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122
- k. Required Contract Provisions – 23 C.F.R. Part 633 (Form 1273)
- l. External Programs – 23 C.F.R. Part 230

Specific assurances required to be included in the FY 2022 BIP project-specific agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities
Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 BIP Grant Program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 BIP:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2022 BIP Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 BIP. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 BIP.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58 (Nov. 15, 2021) 23 U.S.C. § 124, the Highway Infrastructure Program (HIP) General Funds (IIJA, division J, title VIII, HIP heading, paragraph (4)), the Regulations for the Administration of FY 2022 BIP, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the

absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 BIP, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 BIP, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “civil judgment,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of

Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered

transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4. **Prohibition. If**

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT FHWA.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT FHWA in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT FHWA in writing of that affirmative response.
- (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT FHWA in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT FHWA under section 5.

TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
 - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C
QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS:
FORMAT AND CONTENT

- 1. Purpose.** The purpose of the Quarterly Project Progress Reports and Recertifications under this agreement for the FY 2022 BIP are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

- 2. Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of the FHWA, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the FHWA. Some projects will have a more extensive quarterly status than others. For smaller projects, the FHWA may determine that the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description and, where appropriate, drawings of the items funded.
 - (a) Project Overall Status.** This section provides an overall status of the project’s scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.

 - (b) Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any FY 2022 BIP requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

 - (c) Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project’s scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

 - (d) Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.

 - (e) Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate

format to be agreed upon between the Recipient and the USDOT. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

(f) Project Cost. An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.
- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

(g) Federal Financial Report (SF-425). The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at <https://www.grants.gov/forms/post-award-reporting-forms.html>.

(h) Certifications.

- i. A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).
- ii. The certification required under 2 C.F.R. 200.415(a).

**EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS**

The FHWA and **[recipient name]** entered a project-specific agreement for the **[project name]** that was executed by the FHWA on **[date of FHWA signature on original project-specific agreement]** (the “Agreement”).

As described in section 4.3(g) of the General Terms and Conditions, this instrument obligates **[\$XXX]** for **[insert portion of project listed in the Obligation Condition Table in section 2 of schedule D]**.

[Recipient name] states that:

- (1) schedule B of the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in section 2 of schedule C of the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in section 2 of schedule C of the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in section 3 of schedule D of the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 5 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that FHWA is acting in reliance on the Recipient’s statements above.

	By:
Date	Signature of Recipient’s Authorized Representative
	[insert name]

	Name
	[insert title]

	Title

The FHWA has determined that:

- (1) all conditions described in the Obligation Condition Table in section 2 of schedule D for this portion of the Project are satisfied; and

(2) all applicable Federal requirements for obligating these funds are satisfied.

_____By: _____
Date Signature of FHWA Division Administrator

[insert name]

Name

[insert title]

Title