



REQUEST FOR PROPOSAL

Construction

R25-009CA

Date issued: January 15, 2025

BLODGETT OPEN SPACE TRAIL CONSTRUCTION

THE CITY OF COLORADO SPRINGS

Contact:
Crystal Abeyta
Contracting Specialist
Procurement Services
crystal.abeyta@coloradosprings.gov



The City of Colorado Springs requests Fixed Unit Price (FUP) proposals, as detailed in this Request for Proposal (RFP), for 2025 Trail Construction for Blodgett Open Space

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

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

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

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

BIDNET Support

800-835-4603

Estimated Project Magnitude: \$900,000 - \$1,250,000



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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 Direct under the Rocky Mountain E-Purchasing Group (www.BidNetDirect.com). All addenda or amendments shall be issued through BidNet Direct and may not be available through any other source.

1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

<u>Event</u>	<u>Date</u>
Issue Request for Proposal	January 15, 2025
Pre-Proposal Conference	January 23, 2025 at 9:00AM

We will hold a virtual pre-proposal conference via Microsoft Teams. This meeting is not mandatory. However, all Offerors are encouraged to attend. Please use the link below to attend the meeting:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 245 299 546 425

Passcode: Vn7WE6om

Dial in by phone

[+1 720-617-3426,,944500958#](tel:+17206173426944500958) United States, Denver

[Find a local number](#)

Phone conference ID: 944 500 958#

Cut Off Date for Questions January 29, 2025 at 3:00 PM

All questions shall be submitted electronically via the BidNet Direct Procurement Platform (www.bidnetdirect.com) to the following Contract Specialist. All questions must be received no later than the cut off date specified above.

Requests for information or support shall be directed to:

Crystal Abeyta, Contracting Specialist
crystal.abeyta@coloradosprings.gov
719-385-5274



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

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

Proposal Due Date	February 12, 2025 at 3:00 PM
Interviews (if applicable)	Not Applicable
Award of Contract	March 2025
Notice to Proceed	March 2025

1.2 SUBMISSION OF PROPOSAL

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

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

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

Date/Time: Proposals shall be received on or before 3:00PM MST, Wednesday, February 12, 2025.

Identification of Proposal:

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

Proposal No.: R25-009CA
Due Date and Time: February 10, 2025 by 3:00 PM

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

1.3 NUMBER OF COPIES

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

1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:



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

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

The term “Offer” means the proposal.

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

The term “Project” refers to Blodgett Open Space Trail Construction.

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

1.5 RFP OBJECTIVE

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

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

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

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

1.7 AMENDMENTS

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



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

1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

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

1.9 ACCEPTANCE

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

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

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

1.10 PROPOSAL PREPARATION COST

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

1.11 AWARD

The City of Colorado Springs may make multiple awards 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 18 Months from Notice to Proceed.

1.13 DEBRIEFING

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



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

1.14 SUBSTANTIVE PROPOSALS

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

1.15 OFFEROR'S QUALIFICATIONS

Each Offeror must complete Exhibit 2 – Qualification Statement.

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

1.16 NON-COLORADO ENTITIES

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

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

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

1.17 PROCUREMENT RULES AND REGULATIONS

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



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

1.18 FAIR TREATMENT OF OFFERORS

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

1.19 ORDER OF PRECEDENCE

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

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

1.20 SALES TAX

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

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

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

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

Our Registration Numbers are as follows:
City of Colorado Springs



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

1.21 BOND REQUIREMENTS

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

Bonds shall:

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

1.22 INTERPRETATION OF QUANTITIES IN PROPOSAL FORM

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

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

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

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

1.23 INTERPRETATION OF PLANS AND SPECIFICATIONS

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



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

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

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

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

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

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

1.25 COMBINATION OR CONDITIONAL PROPOSALS

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

1.26 ANTI-COLLUSION AFFIDAVIT

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



1.27 MATERIAL GUARANTY

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



SECTION II – PROPOSAL CONTENT

2.0 PROPOSAL CONTENT

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

2.1 PROPOSAL FORMAT

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

Exhibit 2 Qualifications Documents
Schedule A Bid Form
Project Proposal
Acknowledged Addendum, if applicable

2.2 COVER LETTER

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

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

2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit Exhibit 2 – Qualifications Documents with its Proposal.

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

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



2.5 PROPOSAL NARRATIVE/TECHNICAL AND MANAGEMENT APPROACH

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

2.5.1 TECHNICAL AREA

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

A. Understanding of and Compliance with Technical Requirements

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

1. Does the proposal demonstrate a firm understanding of the requirements to complete the goals of the Scope of Work?
2. Does the proposal fully and completely address each requirement and goal of the Scope of Work?
3. Does the proposal provide solutions to indicate that requirements and goals will be met?
4. Does the technical solution seem realistic?
5. Does it generally appear that the Offeror knows and thoroughly understands the business and the RFP requirements?

B. Project Approach

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

The Offeror must at least address the following areas:

1. Construction phasing for the project. Explain the work for each phase, and the logic in the construction phasing.
2. Erosion and sediment control during all phases of construction as well as post construction efforts through permit closure.
3. Coordination with utilities. Discuss Offeror's understanding of the key utility relocations required for this project and how Offeror will coordinate and phase construction to both facilitate and accommodate those relocations and the constraints that they impose.
4. Schedule Management. Discuss Offeror's approach to schedule management including updating and reporting progress of the work.



5. Quality Control. Discuss Offeror's quality control plan, processes and approach to ensure that the City receives a quality product.
6. Safety. Discuss Offeror's approach and commitment to safety for both construction workers and the public traveling through the construction site.
7. Potential issues that Offeror foresees with this project and how Offeror would make adjustments if encountered. Describe factors limiting construction phasing flexibility and potential remedies.

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

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

2.5.2 MANAGEMENT AREA

The Offeror must explain its method of managing the work to be performed. The content must include, but no necessarily be limited to, the following information.

A. Program Management Controls

In the Management Area, the Offeror should provide:

1. A plan of operation, to include management of personnel, workload, schedule, and budget.
2. An organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc.
3. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.
4. A detailed timeline for the project showing anticipated start date and target dates for major milestones. Describe how they will meet or improve the City's timeframe and maximize construction efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above. Schedules should address controls to ensure the project will remain on schedule and on budget. Schedules submitted for this project shall assume a start date of March 2025.

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

1. Does the proposal address the issues above in sufficient detail to demonstrate a



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

B. Past Performance/Relevant Experience and Key Personnel

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

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

C. Key Personnel

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

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

2.6 PRICE AREA

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



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

2. How does the price compare to the industry competition?
 1. If low, is it unrealistically low?
 2. If high, is there demonstrated added value for the additional cost?
 3. Is the price itemized, so that it is clear how the cost was built? If so, do the costs look appropriate for the task?
 4. Does the Offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other Offerors.
 5. Are any cost savings to improve efficiency described?

2.7 EXCEPTIONS

All Offerors must complete Exhibit 2, Qualifications Documents 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.

2.8 INSURANCE REQUIREMENTS

All Offerors must complete Exhibit 2 (Qualifications Documents), Minimum Insurance Requirements and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.



SECTION III – EVALUATION FACTORS

3.0 EVALUATION AND AWARD

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

3.1 EVALUATION CRITERIA

3.1.1 TECHNICAL AREA – UNDERSTANDING OF AND COMPLIANCE WITH TECHNICAL REQUIREMENTS

See Section II - Item 2.5.1A

3.1.2 TECHNICAL AREA – PROJECT APPROACH

See Section II - Item 2.5.1B

3.1.3 MANAGEMENT AREA – PROGRAM MANAGEMENT CONTROLS

See Section II - Item 2.5.2A

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

See Section II – Item 2.5.2B

3.1.5 PRICE AREA – PRICE

See Section II – Item 2.6

3.1.6 EXCEPTIONS AND INSURANCE

See Section II – Items 2.7 and 2.8

3.2 RANKING

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

First: Management Area

Second: Technical and Price Areas

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

5 – Exceptional

4 – Very Good

3 – Satisfactory

2 – Marginal

1 – Unacceptable

C. Definitions for scoring are as follows:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all



questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

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

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

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

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

D. Area Scoring

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

Technical Area: .30

Management Area: .40 (includes a project schedule)

Price/Cost Area: .30

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, see Exhibit 2, contains contract terms and conditions.

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



SECTION V – EXHIBITS

Exhibit 1	Sample Contract
Exhibit 2	Qualifications Documents
Exhibit 3	Evaluation Scoresheet



EXHIBIT 1

SAMPLE CONTRACT

CONSTRUCTION CONTRACT

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

1. INTRODUCTION

THIS Fixed Unit Price CONTRACT ("Contract") is made and entered into this XXX day of XXX, 2025 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and _____ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

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

The Contractor did on the XXX day of XXX, 2025 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract
2. Schedule A – Bid Form & Contractor's Proposal
3. Schedule B – General Construction Terms and Conditions
4. Schedule C – Special Contract Terms and Conditions
5. Schedule D – Scope of Work
6. Schedule E – Project Plans
7. Schedule F – Project Site Photos
8. Schedule G – Minimum Insurance Requirements



2. COMPENSATION/CONSIDERATION

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

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

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

3. TERM OF CONTRACT

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

4. INSURANCE

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

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

5. RESPONSIBILITY OF THE CONTRACTOR

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



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

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

6. WORK OVERSIGHT

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

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

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

8. KEY PERSONNEL

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



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

9. START AND CONTINUANCE OF WORK

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

10. APPROPRIATION OF FUNDS

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

11. CHANGES

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



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

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

The Department Manager: up to \$149,999.99

The City of Colorado Springs Deputy Chief of Staff: \$150,000.00 to \$499,999.99

The City of Colorado Springs Chief of Staff: \$500,000.00 to \$1,999,999.99

The Mayor of Colorado Springs: Unlimited

12. ECONOMIC PRICE ADJUSTMENT

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



2. No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.
3. There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all line items, either party requests an adjustment under paragraph (b) of this clause.
4. The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price.

13. ASSIGNMENT

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

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

14. CHOICE OF LAW

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

15. WORKERS' COMPENSATION INSURANCE

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



16. INDEMNIFICATION

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

17. INDEPENDENT CONTRACTOR

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

18. APPLICABLE LAW AND LICENSES

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

19. PRIOR AGREEMENTS

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



20. INTELLECTUAL PROPERTY

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

21. WAIVERS

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

22. THIRD PARTIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Contract shall give or allow any such claim or right



of action by any other or third person or entity on such Contract. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

23. TERMINATION

A. Termination for Convenience.

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

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

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



U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.

7. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.
8. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

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

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

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



shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

24. BOOKS OF ACCOUNT AND AUDITING

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

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

25. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

26. LABOR

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

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

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

27. GRATUITIES

- A. This Contract may be terminated if the Mayor, the Mayor's designee, and/or the Procurement Services Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or Contractor for the purpose of influencing



any decision to grant a City contract or to obtain favorable treatment under any City contract.

- B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- C. Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the City for all costs of reletting the contract or completion of the project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

28. NON-DISCRIMINATION

- 3. 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.
- 4. 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.
- 5. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

29. ORDER OF PRECEDENCE

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

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

30. HEADINGS

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



31. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract other than those arising under Unanticipated Circumstances provisions (in section 107.27 of Schedule B General Construction Terms and Conditions) shall be addressed in the following manner:
1. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
 2. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
 3. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
 4. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
 5. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.
 6. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

32. DELIVERY

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

33. PAYMENTS

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



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

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

Each invoice must contain at least the following information:

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

34. INSPECTION OF SERVICES

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

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

35. SECURITY

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



36. TIME IS OF THE ESSENCE

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

37. EMPLOYMENT OF LABOR

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

38. SALES TAX

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

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

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

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc.), City Use Tax is due and payable to the City. The Contractor shall execute and deliver and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, 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>. Questions can be directed to the City Sales Tax Division at (719) 385-5903.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479



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

39. SEVERABILITY

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

40. LIABILITY OF CITY EMPLOYEES

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

41. USE OF CITY NAME OR LOGO

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

42. TRAVEL

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

43. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signature with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same



agreement, (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence, and (iii) enforceable in accordance with its terms

44. APPENDICES

The following Appendices are made a part of this Agreement:

1. Schedule A – Bid Form & Contractor's Proposal
2. Schedule B – General Construction Terms and Conditions
3. Schedule C – Special Contract Terms and Conditions
4. Schedule D – Scope of Work
5. Schedule E – Project Plans
6. Schedule F – Project Site Photos
7. Schedule G – Minimum Insurance Requirements



CONTRACT SIGNATURE PAGE

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

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

THE CITY OF COLORADO SPRINGS, COLORADO:

SECOND PARTY:	
SAMPLE ONLY	
Corporate Name	
Signature	Date
Title	



EXHIBIT 2 QUALIFICATIONS DOCUMENTS

Please complete PDF documents included with the RFP Notice and submit with proposal in Bidnet (www.bidnetdirect.com).



EXHIBIT 3 – EVALUATION SCORESHEET

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

RFP EVALUATION CRITERIA DESCRIPTION	SCORE
<p>1. TECHNICAL AREA</p> <p>The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content must include, but not necessarily be limited to, the following information.</p>	
<p>A. Understanding of and compliance with technical requirements</p>	
<p>In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> 1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Scope of Work, as well as industry standards and reasonable expectations for a company in the industry? 2. Does the proposal fully and completely address each requirement and goal of the Scope of Work? 3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule? 4. Does the technical solution seem realistic? 5. Does it generally appear that the Offeror knows and thoroughly understands the business and requirement? <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: _____</p>
<p>B. Project Approach</p>	
<p>In the Technical Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish tasks as defined in the Scope of Work. Innovations, efficiencies, and detailed specifics are all encouraged.</p> <p>The Offeror must at least address the following areas:</p> <ol style="list-style-type: none"> 1. Construction phasing for the project. Explain the phases and the logic in the construction phasing. 	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: _____</p>



<ol style="list-style-type: none"> 2. Erosion and sediment control during all phases of construction as well as post construction efforts through permit closure. 3. Coordination with utilities. Discuss your understanding of the key utility relocations required for this project and how you will coordinate and phase your construction to both facilitate and accommodate those relocations and the constraints that they impose. 4. Schedule Management. Discuss your approach to schedule management including updating and reporting progress of the work. 5. Quality Control. Discuss your quality control plan, processes and approach to ensure that the City receives a quality product. 6. Safety. Discuss the contractor's approach and commitment to safety for both construction workers and the public traveling through the construction site. 7. Potential issues that your firm foresees with this project and how you would make adjustments if encountered. Describe factors limiting construction phasing flexibility and potential remedies. <p>Consider the following questions.</p> <ol style="list-style-type: none"> 1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)? 2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement? 3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high? <p>COMMENTS:</p>	
Sum of Ratings in Technical Area (Add numbers in Section 1.A. and 1.B):	
Evaluation Factor:	.30
Technical Area Evaluation Score (Multiply the sum of ratings in Technical Area by the evaluation factor):	
<p>2. MANAGEMENT AREA</p> <p>The Offeror must explain its method of managing the work to be performed. The content must include, but no necessarily be limited to, the following information.</p>	
<p>A. Program Management Controls</p>	



<p>In the Management Area, the Offeror should provide a plan of operation, to include management of personnel, workload, schedule, and budget. It should also include an organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.</p> <p>The Offeror shall provide a detailed timeline for the project showing anticipated start date and target dates for major milestones. Describe how they will meet or improve the City's timeframe and maximize construction efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above. Schedules should address controls to ensure the project will remain on schedule and on budget. Schedules submitted for this project shall assume a start date of March 2025. With submission there should be a project schedule with anticipated start date and target dated for major milestones.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> 1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system? 2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort? 3. Does the plan and controls 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 Offeror will remain within schedule and budget? <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: _____</p>
<p>B. Past Performance/Relevant Experience and Key Personnel</p>	
<p>In the Management Area, the Offeror should provide at least three references or contracts demonstrating that it successfully provided services/products same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> 1. Does the proposal include at least three references or past performance citations? 2. Are the references or past performance citations relevant to the 	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: _____</p>



<p>requirements of the Scope of Work of the RFP?</p> <ol style="list-style-type: none"> 3. Does the Offeror explain how they were successful on the projects provided as past performance? 4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience? <p>In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Resumes do not count toward the page limitation. Explain how the key personnel were related to the projects cited as relevant past performance.</p> <p>Consider the following questions.</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? <p>COMMENTS:</p>	
<p>Sum of Ratings in Management Area (Add numbers in Sections 2.A. and 2. B.)</p>	
<p>Evaluation Factor:</p>	<p>.40</p>
<p>Management Area Evaluation Score (Multiply the sum of ratings in Management Area by the evaluation factor):</p>	
<p>3. PRICE/COST AREA</p>	
<p>In the Price Area, the Offeror should provide a detailed breakdown of the price for each year of performance. The price must be fully loaded/all-inclusive and include unit cost for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price. If the contract type will be T&M, labor categories, labor rates, separated profit, and estimated material costs must be included in detail.</p> <p>In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of the other Offerors.</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: _____</p>



<p>Consider the following questions:</p> <ol style="list-style-type: none"> 1. How does the price compare to the industry competition? 2. If low, is it unrealistically low? 3. If high, is there demonstrated added value for the additional cost? 4. Can you see how the price was built? If so, do the costs look appropriate for the task? 5. Does the Offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other Offerors. 6. Are there additional costs not addressed that the City would incur if the Offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition. <p>COMMENTS:</p>	
<p>Total Price/Cost Area (Insert number from Section 3 evaluation above):</p>	
<p>Evaluation Factor:</p>	.30
<p>Price/Cost Area Evaluation Score (Multiply the Total Price/Cost Area by the evaluation factor):</p>	
EXCEPTIONS PROPOSED	
<p>What (if any) exceptions (redlines to our terms and conditions) were proposed? Are they acceptable?</p> <p>COMMENTS:</p>	Pass/Fail
<p>TOTAL SCORE – Add Evaluation Scores from Sections 1-3. The sum is the total score.</p>	<p>Total Score:</p>

Overall Proposal **Strengths:**

Overall Proposal **Weaknesses:**



SECTION VI - SCHEDULES

Schedule A	Bid Form
Schedule B	General Construction Terms and Conditions
Schedule C	Scope of Work
Schedule D	Project Plans
Schedule E	Project Site Photos



SCHEDULE A – BID FORM

Please Fill Out and Submit in Excel format
Schedule A: Bid Form 1 or Bid Form 2 (Bike Trails ONLY)

Bid Forms can be found on Bidnet (www.bidnetdirect.com) for
this solicitation number



SCHEDULE B – GENERAL CONSTRUCTION TERMS AND CONDITIONS

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

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

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



SCHEDULE C – SCOPE OF WORK

Blodgett Open Space 2025 Trail Improvements

1. Overview

Blodgett Open Space is a 384 acre, well-loved open space in the northwest corner of Colorado springs. The open space has grown in size since the original acquisition in 2000. Since then, the open space has provided locals with a small network of trails, both designated and user created trails.

In the Spring of 2024, the Parks Advisory Board approved a 17- month long public process to adopt the Blodgett Open Space Master and Management Plan. The Master and Management Plan provides guidance over the open space improvement and management over the next 15-20 years.

The Blodgett Open Space Trails system improvement within this scope of work achieves implementing the recommendations of the approved master plan. The new and improved trail system will provide a unique trail experience with stunning viewsheds, wilderness interactions and new non-motorized trail (hiking, biking and equestrian) connectivity within the park. A trails' contractor is being solicited to build this trail network deploying low-impact methods using hand-built and or/machine-built techniques to complete finished sustainable trails.

The Blodgett Open Space Trail System provides key trail connections, unique user experiences, and opportunities to explore the landscape in a balanced and sustainable manor. The project and proposed trail corridors are identified on the Plan Set and labeled in detail. The trail system will be non-motorized recreational multi-use use with visitor use anticipated with an approximated breakdown at 44% bikes, 55% hikers, <1% equestrian (limited because of site access and trailer parking constraints).

The northern portion of the open space will have more hiking only trails and provides more direct hiking access to the undesignated Blodgett Peak Trail (USFS Lands). The southern portion of the open space provides more mountain bike only trails with the proposed downhill bike trails hill. Details on the Bike Trails are included below. Each area may see a higher use of that respective user group. Currently Ebikes are not permissible within the open space (but present). That allowable use is being considered by the City in 2025.

Parks anticipates the direction of traffic on the trails will likely be equal in both directions for all of the open space trails. Bike Only trails will be downhill direction and noted in the plans. The Bill Hill access occurs on a multi direction hiker, equestrian, and uphill bike only trail. Trails shall incorporate speed control features for bikes, line of site improvements and reduced user conflict will be critical. Trail Designs will consider



possible future use by Ebikes. The scope of work for each segment follows below in this RFP. Trail segments are identified on the map.

2. Project Scope of Work

Work to be completed under this contract consists of furnishing all labor, materials, and equipment, to construct the natural surface trails identified within this request for proposal.

The trails in the Blodgett Open Space shall provide multi-use and multi-direction trails segments. Two areas with the trail system will provide single use trails for hiking only and biking only and is further detailed within the project description.

Drainage crossings with armoring in the swales and technical trail features are to be included on the costs of the trail tread construction. Additional specific site improvements are included as separate bid items to capture these scope of work efforts.

Tasks involved include the following:

Task 1 Contractor Mobilization

Costs associated with mobilization for the project

Task 2 Force Account

This task is established at a \$10,000 cost to be used for associated project costs that are unanticipated at this time. This item may include covering costs associated with additional linear constructed over the estimated values, changes from field conditions not anticipated within the scope of work, additional trail construction, etc. Prior authorization by the project manager to bill against this task will be required.

Task 3 – New Trail Construction and Existing Trail Improvements/Maintenance

This task will include all the newly constructed singletrack trails, improvements to existing and trail maintenance within the open space. Trail construction includes the new built trails in untouched landscapes, trail reroute of existing unsustainable trail and existing trail improvements (major work) and trail maintenance (minor work) with improved drainage, flow and sustainable technical trail features. Trails will be machine built and or hand built and include non-motorized multiuse trails, 10' gravel regional trail hiking only trails and bike only trails.

The bid tabs are broken down to reflect the trails per type and associated elements. It is assumed that interested bidders will provide costs for all bid items. A trail contractor, who might specialize in or is interested in Bike Only Trails (Bike Hill) may elect to provide a focused bid on the Bike Hill trail system The Second Bid Tab is for Bike Hill Trails Only. If this occurs, the contractor shall include a cost for all items within the Bike Hill trail system including the climbing trail, grade separated crossings, trail hub, a portion of the associated signage, a portion of the closures, mobilization, and force account.



Task 4 – Trail Closure

This task will cover work necessary to decommission and close existing unsustainable trail as identified within the Plan Set and trail closures associated with reroutes. There are three types of closures based on the conditions of the current existing trail to be closed. Installation of fencing is also included in this task to assist in the successfulness of trail closures.

Trail closure and decommission will be completed both by machinery and hand work based on locations and level of trail being closed.

Task 5- Program Area

This task included the site preparation, grading, boulder walls, and placement of breeze gravel trails within the small program area in the northern portion of the open space

Task 6- Wayfinding

This task includes the installation of new wayfinding posts, both carsonite and 6"x6" posts and associated hardware, as well as the removal and/or resetting of existing trail wayfinding markers. Additionally, signs include installation of timber posts for the Bike Hill System and select locations for Telespar Posts.

3. Detailed Scope of Work for Blodgett Open Space Trail System

Trail A (Segments AN and AS) – Open Space Trails.

These trails are labeled as AN# and AS# for trails in the northern portion (AN#) and trails in the southern portion (AS#) of the open space.

Objective: Provide a newly constructed single-track trail and trail improvements and trail maintenance for non-motorized recreational use along the entire open space (other than other trail types listed below). AN# are trail segments in the northern portion of the open space. AS# are trail segments in the southern portion of the open space. The conditions vary slightly based on aspect and vegetation cover.

Trail width: 32-36"

Average trail grade: 7% (3-12% trail tread range)

Trail Notes: Segments are newly constructed trail, existing trail improvements, and trail maintenance. All work to follow sustainable trail standards.

Difficulty: Combination of "White" rated multi-use trails, "Blue" rated multi-use, multi-directional for hikers, bikers and equestrians. Some trail to include universally accessible principals (option lines to technical trail features). The master Plan identifies these locations. This trail is anticipated for heavy bi-directional traffic

Trail corridor description: 5'w x 12'h. Vegetation along this corridor varies from open grassy meadow to light to moderate scrub oak with thin strands of ponderosa pines and Douglas firs. Segments in the northern portion have more northern aspects with the pine trees. Segments in the south are southern exposure with grassy slopes and sporadic scrub oak. Limited tree removal necessary for the construction of the trail. Cut vegetation



shall be used for trail closures. Trail design seeks to keep coniferous trees when possible and are incorporated into the design.

Downed timbers, felled trees (both are minor) and bushes shall be incorporated into the design to prevent trail short cutting in applicable places or used for trail closure. The trail will look to incorporate existing large diameter trees into the sustainable design. The ground conditions is mixed throughout the segment area and includes grasses, sedges and small bushes as well as sections of small field stones and some bare areas.

Hillside slope: Hillside consists of varying slopes ranging from 8-60%. Some minimal short sections may be greater or less than this range. An average range for all Open Space Trails (AN and AS) are approximately 28-30%.

The trail segment encounters native sandy and clay soils, sections with scattered small diameter (under 18") fieldstones and minimal sandstone bed rock and granite boulders (open space has varying geology). Where possible, the trail will wind through rock outcrops and pinch points adding to the trail character and user experience. Rocks and or trees/stumps shall be used for speed control, pinch points and interest.

Segment B – Bike Trails Hill (B1 – B10)

Includes Bike only directional trail and the multiuse/uphill bike only trail, and grade separated crossings.

Objective: Provide a newly constructed single track trail for non-motorized recreational use on the multi use – uphill Bike only Trail and the collection of Bike Only downhill directional trails at the “Blodgett Bike Hill”. Work in this area is anticipated to be all new build. These bike only trails should consider that this area is an open space not a bike park. The character and feel of the trails should be considerate of the open space values while still providing bike specific and bike optimized trails.

Difficulty: Multi use with uphill-Bike Only trail “Blue” rated, downhill flow line “Blue” with “green” rated options line on features, “Black” rated on more difficult flow trail, and “Double Black” on the steep, short line. Refer to plan set for locations of trail difficult.

Trail Corridor: This area includes North, East, and South facing aspects where the vegetation is a bit sparser with light density of ponderosa pines and pinyon pines, scrub oak, and primarily grassy slopes. The contractor shall maintain as much vegetation as possible to retain slope, soil stability and trail character.

Hillside slope: Hillside consists of varying slopes ranging from 5-15% of the ridge crest and 20-45% on the larger hillsides. Some minimal short sections may be greater or less than this range. One location near the junction of B5 and B6 has steeper slopes. Along some portions of the trail corridors, some scattered small fieldstones (up to 18" diameter) and partially buried boulders or exposed outcrops are present (minimal). The trail alignment integrates use of the boulders when appropriate. Fieldstones shall be used in



the trail tread as technical trail features, chunky elements. Rocks exposed during construction in the trail tread should be considered to keep in the trail tread for “texture.”

Experience: Progressive trails and technical trail features (TTF) will range in difficulty, speed, and technical skill so riders can progressively learn and develop their bike handling skills. Progressive skills trails for Blodgett are designed so riders of varying skill can ride together, and each rider can continue their own skills development. This is often accomplished through use of multi-route TTFs and or optional bypasses/ride arounds where riders can choose the best line for their current skill level. Contractor should consider trail ratings and build to that level of expected required skill.

Where possible, alternate lines and bypasses should be incorporated to provide the less, advance options (main line to remain most challenging). The Blue and Green Flow Line shall not include any advance black line options, unless it’s beyond the main flow of the trail. This line should accommodate universal trail design standards to accommodate aMTB.

Black and Double Black trails require riders to negotiate advanced features in the main flow of the trail and can offer less advanced ride-around bypasses for less skilled advanced riders. Features should consider universal trail designs standards to accommodate skilled aMTB users.

Below is a list of typical Technical Trail Features applicable to the bike trails in Blodgett. Size, frequency and amplitude to consider topography, natural features, rocks, trail difficulty, intended experience, low maintenance, and contractors professional opinion:

Jumps – Jumps incorporated in the flow line seek to use natural rises in the land to achieve jumps. Landing area to be wider for more forgiving landings. Jumps may incorporate rocks, slabs for natural jumps.

Table Tops, Hips, Whips, Step-ups – use of sculpted earth to create undulations that can allow riders to launch from. Sizes and type of feature may vary based on approach speeds, grades and site conditions, line of site and approach and exit angle.

Rollers – Use of sculpted earth to create a series of rollable grader reversal or “whoopie-do’s.” Spacing and quantity of sequential rollers based on site conditions and trail character. Rollers may emulate an experience similar to pump track

Berms/banked turns – sculpted earth to create a smooth banked slope for high speed turns. Banked turns are anticipated on all portions of turns for the purposed built bike trail. Larger berm corners are shown on the plan and are anticipated to be much larger and intentional than banked turns.

High Back Sloped Corners – In some locations, the turns will take place in the hillside and can allow for rideable back slope as part of the turn.



Rocky sections - The use of rock in the Bike Hill trail system shall incorporate on-site rocks in a variety of ways. This may include Rocky Ledges, Rocky Descents, Stone Skinnies, Rock Gardens and Rock Drops. All rocks shall be stabilized, secure and incorporated into the trail strategically. All rock is anticipated to be collected from the Bike Hill trail system area.

The Trailbuilder Contractor should utilize the existing terrain to the best of their ability to create fun, exciting, lowered risk/safer, sustainable features, that blend into the open space aesthetically, create a solid riding rhythm, manage water appropriately and minimize maintenance. The proposed built bike trails may utilize full trail bench construction with inslope, grade reversal, and enhanced water management.

The selected contractor will be given flexibility to design each location with the site-specific section in coordination with Staff.

Bike Hill Bike Trail Segments' Standards:

Muti-use/Uphill Bike Trail (Climbing Trail) – B1:

Average trail grade Multi-Use Trail Segment B1: 6% (3-10% trail tread range)

Trail Width: 36"-42"

Difficulty: "Blue" rated

Trail Direction: Two Way traffic (hikers, equestrian) and One-way, Uphill for Bikes (serves as climbing trail to Bike Hill).

Trail Experience: This section will serve multi use and multi direction for hikers, trail runners and equestrians. Bikers will use the trail in an uphill direction only. Trail to be rolling contour climbing trail with bike optimization in an uphill trail direction (banked turns, technical trail features, rideable rock features in the uphill direction). Trail to include universal design standards for aMTB.

Bike Hill Trail Hub (end of the B1 Climbing Trail)

The top of the Bike Hill, the contractor to construct a large diameter (30') trail hub that will serve a few purposes:

- Destination for the multi use (uphill bike only) trail
- Gathering location for riders that are catching their breath, reviewing trail maps and or waiting for other riders,
- Scenic overlook,
- A starting point/access to a future paragliding launch site

This trail hub to be approximately 30 feet in diameter and consist of a larger "flat" area with positive drainage. The area will provide the exit/entrance for the climbing trail, the two bike only downhill trails access from here, and the portal for a future paragliding site. The site will be graded, cleared and grubbed with any available boulders uses as "seating boulders" by the contractor. Two metal bike friendly "cattle guards" (provided by the city) will be installed as trail starts to the downhill line. Fencing and signage to also be added at the trail hub. Fencing and signposts included under separate bid tabs



Blue Downhill Line with Green option lines (bypasses) - B2, B10:

Average trail grade Bike Only Blue/Green line B2 & B10: 6% (3-10% trail tread range)

Trail Width: 36-48" with some wider sections for berms, landing areas and ride arounds

Difficulty: Downhill flow line "Blue" with "green" rated options line on features, "

Trail Direction: One-way, Downhill, Bike Only

Trail Experience: This line is anticipated to be a fast flow trail with jumps, tabletops, berms, technical trail features and technical rocky features/sections. Such features are shown on the plan, but final type, quantity, placement to be field fit. The sinuosity of the trail will allow for the trail to always making UP/DOWN/LEFT/RIGHT movements for flow optimization and rhythm. There is a midway trail connector to the Blue Downhill Line.

B10 is the ending segment of all downhill bike trails and collects traffic from the Black Line. Segment B10 to include wider tread width (42-48") for the additional bike traffic. Speed control at the end of the of the Bike Only Trails will use berms, uphill approaches and choke points. At the termination of the segment B10, contractor to install metal bike "Cattle Guard" (provided by City) for the exit portal, along with some strategic fencing. This segment will be Blue rated with the Green option lines.

Timing/ Construction Sequency: B10 serves as the exit to all downhill bike trails and should be completed well in advance of B2, and in conjunction with Segments B6-B9. Segment B2 is located on regraded and revegetated slopes associated with the Pikeview Quarry Reclamation. Construction of Segment B2 would ideally not start any sooner than September 2025. This allows for additional regrowth during the spring and summer.

Black Downhill Line - B3, B4, B6, B7, B8, B9:

Average trail grade Bike Only Black Trails B3, B4, B6, B7, B8, B9: 6-10% (3-18% trail tread range)

Trail Width: 30-36", wider on landing zones from features

Trail Direction: One-way, Downhill

Difficulty: "Black" difficult flow/jump trail,

Trail Experience: This line is anticipated to be a more difficulty downhill bike trail that is a fast flow and tech trail with jumps, tabletops, berms, technical trail features and technical rocky features/sections that may be slower. Such features are shown on the plan, but final type, quantity, placement to be field fit. Contractor to build "black" (difficult) technical trail features with option lines when possible. The sinuosity of the trail will allow for the trail to always making movements for flow optimization, rhythm and fluid approaches to trail features. The trail features will integrate more of the existing terrain and landscape (drainages, high points, rocks, etc.). There is a midway trail connector to the Black Downhill Line

Double Black Downhill Line – B5

Average trail grade Bike Only Double Black Trail B5: 15% (8-20% trail tread range)

Trail Width: 20-24", wider on landing zones from features

Trail Direction: One-way, Downhill



Trail Experience: One-way Downhill Tech line with black and double black rated features, including rock gardens, vertical drops, banked turns, jumps, technical trail features and steep trail. Contractor to consider incorporating natural features to maximize challenging features, armoring (rock gardens) steep sections, integrate proper drainage and speed controls at keep locations.

Grade Separated Trail Crossings

Segment B1 Grade Separated Trail Crossing Feature (Location 1A)

Objective: Provide a newly constructed grade separated trail crossing of the black downhill line over top the climbing trail

Trail width: 60" wide (Outside edge to outside edge), with 48" railing width min clearance.

Segment B2 Grade Separated Trail Crossing Feature (Location 2A)

Objective: Install grade separated crossings on the bike trail for improved biker safety, improved unique experience and an additional trail feature

Structure width: 60" wide (Outside edge to outside edge), with 48" railing width min clearance.

As stated in the Bike Hill Section, there are two proposed locations that include the timber grade separated structure. Both structures area planned to be the same, however site conditions may warrant different site grading and prep work. The contractor will prep the site as part of the trail work, including the over excavation of the trail back slope and spoils stockpile for later trail use. The Boulder wall will also be included as incidental to the trail work. The contractor will be responsible for all labor, materials, supplies and equipment to install the design per plan (or proposed alternative) including concrete footers, rebar, brackets, wood, timbers, screws, and other necessary items.

Trail approaches, the trail under, boulders walls and site grading to be included as part of the trail tread construction item for the bike only trails.

An Ad Alt 2 is provided for the contractor to propose another possible trail crossing that may provide added interest, experience and or costs savings. This is not required but contractors are encouraged to come up with a creative grade separated crossing solution if so desired.

Special Provision for Bike Hill trail system Project Area

Open Space Setting

These trails should consider that this area is an open space not a bike park. The character and feel of the trails should be considerate of the open space values.

Machine and/or Hand Build Trail- Segments B3, B4, B6, B7, B8, B9 have been identified by City staff as being accessible for equipment but would like to integrate hand-built trail into the Black Downhill Line to allow for a trail experience that may be more "textured" and reflect hand-built character. It is anticipated larger berms, rollers, jumps,



boulder features, table tops and other technical trail features will be completed with trail machinery.

Required Hand Build Trail – Segments B5, has been identified by City Staff as requiring hand build trail. These segment of trail to provide double black trail experience in a steep drainage with narrow steep trail experiences. Machines may support the project (like boulder moving and placing, berms, jumps, and steep cross slope), however, tread excavation on this reach, for the most part will be hand built. Staff feels this provides an incredible opportunity to ensure the overall trail character, expectation and users experience are maintained of a steep double black trail are achieved. Hand Built segments shall be a minimum of 20” in width. The section with steeper cross slope may utilize machine built (near the connection with B9).

Volunteer works days – The City of Colorado Springs would like to have the selected bike hill trail contractor coordinate a minimum of 3 volunteer workdays (minimum 60 total volunteer hours) for the Mountain Bike Community (including COSMBA and Medicine Wheel Trail Advocates. The contractor may select the best approach to use the volunteers work force in collaboration with the city but will guide and lead their work and direct the crews on which segments to support. Volunteer work will be limited to non-power tool use, rock moving/setting, hand-built trail, hand finishing or other similar work.

Segment C – Chamberlain Trail (CM1- CM18)

Objective: Provide a newly constructed single track trail reroute for non-motorized recreational use, multiuse and multi direction. That crosses south to north through the open space.

Trail width: 42-48” (max 48”)

Trail corridor: 4’w x 12’h

Average Trail Grade: Grade 5-7%,

Difficulty: “Blue” rated multi-use, multi directional for hikers, bikers and equestrians.

Average trail grade: 5-6% (3-12% trail tread range)

Trail Notes: Segments are newly constructed trail, existing trail improvements, and trail maintenance. All work to follow sustainable trail standards.

Difficulty: “Blue” rated multi-use, multi-directional for hikers, bikers and equestrians. This trail is anticipated for heavy bi-directional traffic as it will be a main North-South connector.

Trail corridor description: 5’w x 12’h. Vegetation along this corridor varies from open grassy meadow to light to moderate scrub oak with thin strands of ponderosa pines and Douglas firs in the norther sections. Segments in the northern portion have more northern aspects with the pine trees and use existing open space trails that will be improved and maintained. Segments in the south are southern exposure with grassy slopes and sporadic scrub oak and will be new trail. Limited tree removal necessary for the construction of the trail. Cut vegetation shall be used for trail closures. Trail design seeks to keep trees and rocks when possible and are incorporated into the design.



Downed timbers, felled trees (both are minor) and bushes shall be incorporated into the build to prevent trail short cutting in applicable places or used for trail closure. The trail will look to incorporate existing large diameter trees into the sustainable design where possible. The ground conditions are mixed throughout the southern corridor area and includes grasses, sedges and small bushes as well as sections of small field stones and some bare areas.

Hillside slope: Hillside consists of varying slopes ranging from 8-60%. Some minimal short sections may be greater or less than this range. An average range for the Chamberlain Trail corridor is around 30%

The trail segment encounters native sandy and clay soils, sections with scattered small diameter (under 18") fieldstones and minimal sandstone bed rock and granite boulders (open space has varying geology). Where possible, the trail will wind through rock outcrops and pinch points adding to the trail character and user experience. Rocks and or trees/stumps shall be used for speed control, pinch points and interest. Northern portions of the trail use existing trail tread that will be either better maintained or improved to bring the trail into sustainable trail standards.

Segment D – North Douglas Creek Trail (D1, D2)

Connecting Allegheny Drive to the Quarry Trailhead

Objective: Provide a newly constructed 10' wide improved gravel trail for non-motorized recreational use as a major regional trail connector into the open space and the Quarry Trailhead. Project includes new trail construction with drainage improvements.

Trail width: 10' breeze gravel trail

Trail corridor: 14'w x 12'h

Average Trail Grade: Grade 3-5%,(max grade 6%)

Difficulty: "White" rated multi-use, multi directional for hikers, bikers and equestrians and universally accessible.

Trail Corridor: The project area includes pockets of scrub oak with primarily grassy slopes. The trail crosses several small drainages and will incorporate a trailside "v-ditch", rock placement and culverts to allow for improved water conveyance on this regional trail. Drainage improvements provided below.

Hillside slope: Hillside consists of varying slopes ranging from 2-33%. Some minimal short sections may be greater or less than this range. The trail approaches but avoids steep sections of cut slope caused by the drainage way. The eastern section of the trail follow broad, flatter slopes. The west section of the trail will cross into a section of the Pikeview Quarry Reclamation project near the future parking lot. The existing hill slopes are undergoing a grading process at the end of December 2024 and early January 2025. The trail alignment and trail bench will be rough cut by others prior to the trail contractor starting. The section of trail will require further fine grading, trail construction, trail tread improvement and drainage work by the trail contractor.



Segment E – (E1 – E9) Hiking Only Trails

Objective: Provide a newly constructed single track trail hiking trails, improvement to existing trails and trail maintenance on existing trails. Existing trails in this section are multi-use and will be converted to hiking only trails.

Trail width: 24-30”

Trail corridor: 4’w x 10’h

Average Trail Grade: Grade 6-10%, short grades up to 12%

Difficulty: “Green”, “Blue”, “Black” rated hiking only, Steps may be included in sections. Difficulty will vary from rolling narrow trail for green standard, narrower and steeper trails for blue standard and narrow trail with stone steps and rocks in steeper sections designed to a black standard.

Trail Corridor: The hiking only trails are located on the northern portion of the open space. The slope aspect is north facing, with more coniferous forest, scrub oak, and notable, yet small drainages. More than 60% of the vegetation in the hiking area has been mitigated over the last 8 years as part of ongoing fuels mitigation.

Hillside slope: Hillside consists of varying slopes ranging from 5-45%. Some minimal short sections may be greater or less than this range. The vegetation in the hiking area trails are more consistent with the northern aspects with scrub oak and coniferous trees, grassy slopes. Most of this area has been undergone fire mitigation work in the last eight years. In the fall of 2025 into the Spring of 2026, the City plans to conduct another 55 acres of fuels mitigation in this area.

Notes: Hiking Only Trails to incorporate stone steps at the entrance/exit to the trails for control points. Stone Steps will use 6”-8” height stone slabs, 24”- 36” wide or a white or tan (Siloam Stone) cut sandstone. Native rocks may be used for steps within the trail corridor (other than the entrances). Fencing may also be incorporated at key locations to better manage trail users. Each “staircase” to have at minimum eight steps. The City will provide the rocks at key staging areas in advance of the contractor work.

Program Area Improvements – Picnic Area

Objective: Provide a newly constructed improved breeze gravel trail (5” depth) and level areas – plaza- to be used for programming and future picnic tables (tables installed by others). Boulder walls and isolated “seat boulders” will be integrated into the design

Trail width: Minimal width of trails at 6’, larger flat areas per plan

Average Trail Grade: Grade 2-4%, Max grade 5%, plaza area 1%

Difficulty: “White”, accessible trails and program space

Trail Corridor: This project area includes lightly covered understory below a minimal tree cover forest. The understory is covered in light grasses and small shrubs.

Hillside slope: The project area is located on a small but relatively flat area that is ideal for the placement of the program area trails and picnic table pads. Hillside consists of varying slopes ranging from 5-20%. Some minimal short sections may be greater or less



than this range. The trail approaches but avoids steep sections caused by the drainage way.

Trail Improvements to Existing Trail Tread

In most cases, existing trails to remain are recommended to be designated and integrated into the Blodgett Open Space trail system. Some of these trails will likely require moderate work to ensure long-term function and sustainability and to standardize the trail design. This designation allows for the improvements to an existing trail, that requires additional work above and beyond maintenance (considered light- minimal work).

This may include but not limited to:

- Significant tread widening of the existing bench (more than 25%) to create the desired trail width, difficulty and standard.
- Restore and maintain trails to the standards established by the difficulty level (white, green, blue, black) established in the Master Plan;
- Installation of grade reversals, drainage dips in strategic locations;
- Excavation and enhancement of sheet flow or cross-trail drainage; and
- Short reroutes or tread reconstruction to fix steep or otherwise problematic segments.
- Vegetation and corridor clearing.

Trail Maintenance on Existing Trail Tread

In most cases, existing trails are recommended to be designated and integrated into the Open Space trail system. Some of these trails will likely require minimal work to ensure long-term function and sustainability, Trail maintenance will include but limited to the following:

- Maintain trails to the standards established by the difficulty level (white, green, blue, black) established in the Master Plan;
- Installation of drainage dips, grade reversals, drainage nicks in strategic locations;
- Excavation of the outer/lower berm along the trail to ensure adequate width and sheet or cross-trail drainage; and
- Vegetation and corridor clearing.

4. Additional Scope of Work Items (other than trails construction)

Existing Trail Closure and Decommissioning

Objective: Close existing social trails and illegal trails that are unsustainable, reroutes of existing trail, socially created and or built, and that are not permissible under the master plan.

Plan set identified closures locations and estimated total linear footage per segment. Final limits of closure subject to in the field decisions, however the City desires to closed and



restore as much social trails as possible. At a minimum the existing trails to be closed shall 100 feet in both directions from the newly constructed trail, with more closures anticipated.

Closures to include decompaction, slope reshaping, visual closure with vegetation and impediments (natural on-site material) for any future attempted use. Refer to the Illegal Trail Closures section on the Blodgett Open Space Trail Standards included in the RFP. These follow Active Closures and Passive Closures.

Hand Work Trail Closure – Remote sites with very limited access for equipment will require hand work for trail closure. These locations are consistent in nature of work where the existing trail will be rerouted in the Hand Built Only Sections, and former trail closed. Hand work trail closure shall include decommission the old trail, de-compacting, addition of drainage control structures (to eliminate channeling), and duff and vegetation covering.

Machine Work Trail Closure - These locations are consistent in nature of work throughout the rest of the open space. Machine trail closure shall include decommission the old trail, de-compacting, addition of drainage control structures (to eliminate channeling), and duff and vegetation covering. Machine work trail closures shall include a honey-comb pattern decommissioning of the old trail, where there are dug holes and piled berms.

Trail closures are divided into two bid items based on size of existing trail and presumed level of effort to close the trails. Most of the trails are standard singletrack trails between 12” and 36”. Some are existing “designated” trails that will be decommission, but the majority are unsustainable trails socially established over years.

Secondly, are wider trails that were once gravel access “roads” by the previous owner. This “roads” range from 6’ to 10’ wide.

The City will provide seed for the contractor to broadcast on all areas of closure. Fencing and sign post may also be included with associated trail closures.

Post and Dowel Fencing Installation

Objective: The scope of work will include post and dowel fencing to assist in the land management of the trail system, user management and resource protection. Anticipated sections of fencing are included in the plan but subject to field adjustments. The City will provide fencing and have it located at Staging Area 1. The contractor shall be responsible for the mobilization and installation of all fencing.

Posts to be installed to a depth of 24” and rails to be secured with a single 3” wood screw at each post connection.

Erosion Control Matting

Objective: Provide additional erosion control measures in key locations to reduce runoff, and promote seed germination in disturbed areas.



Above and beyond the trail construction, the contractor shall install seed and an erosion control blanket in larger overcut areas for the project area. Specifically, the most likely location will be on the trail construction of B2 in the reclamation areas to help stabilize and support the ongoing reclamation. The City of Colorado Springs will provide seed, contractor to be responsible for providing and installing and erosion control blanket 2SC-PN8 70% Straw / 30% Coconut- (Severe slopes/Heavy Run-Off available from C and C Sand and Stone) and bio-degradable stakes. Contractor to broadcast seed (provided by City) on disturbed soils prior to placement of matting. This item will be listed as an Ad Alternate

Wayfinding Post and Trail Post Installation

Objective: Install new wayfinding posts (4 types), modify existing and remove existing outdated posts to improved trail users experience and navigation within the open space. The scope of work includes contractor installation of three types of wayfinding posts along the trail corridor. All posts and metal sleeve caps will be provided by the City to the contractor, for contractor installation. Contractor to provide labor, equipment and hardware (tamper proof lag screws). The posts include a 6" x 6" composite plastic posts installed to a depth of 36" with a metal sleeve cap added to the top, a fiberglass carsonite posts installed to a depth of 20", a 6" x 6" x 8' Pressure Treated Landscape Timber install to a depth of 24", and a metal telepar posts installed to a depth of 24". All posts to be level and installed per details. Locations are shown in the Plan Set with final locations to be coordinated and marked with the City.

Drainage Work at Trail Crossings

Objective: Improve trail crossings with installation of culvert at perennial stream crossings and along the No Douglas Creek Trail.

There are three locations where the trails cross over perennial streams in the norther portion of the open space. Two of the crossings are new and will use a 24" x 10' HDPE Culvert. The last location will reuse an existing onsite 36" HDPE Culvert. On the North Douglas Creek Trail, a total of four culverts (24" Diameter x 20') will be utilized for manage water under the trail. Rock work, boulder walls shall be incorporated into the headwalls and outfalls (above and below culvert). Contractor shall use native rock and imported rock provided by the City which will be dropped in staging areas.

5. Trail Classification, Specifications and Descriptions

Trail Rating

Per the Blodgett Open Space Master Plan Trail difficulty follows a standard design guidelines. The guidelines for trail standards are included in the specification of this RFP, but the trail ratings are listed below for reference.

White –Recreation Accessible Trail Loops

Recreation accessible trails provide wide-widths and smooth surfaces at relatively low degrees of slope and will avoid steps or other obstacles. Sustained slopes less than 5% and up to 8% with required landing/rest areas will be maintained along the alignment, wherever possible, or as designated by the Architectural and Transportation Barriers Compliance Board's (ABA) Regulatory Negotiations Committee on Accessibility Guidelines for Outdoor Developed Areas,



most recent report. When possible, the intent is to construct these trails in compliance with the more stringent standards of the Americans With Disabilities Act (ADA). White trails require minimal attentiveness to negotiate.

o Typical width from 3' to 8'

o Smooth surface without obstructions

o The Park to Peak, which traverses the site from Allegheny to the Quarry Trailhead, will be soft surface with no shoulders and typically 5-8' wide (City's Tier 2 standard).

Green - Easy Trails

These are trails that offer narrow to wide widths and smooth surfaces with minimal obstacles at relatively low grades. Green trails require minimal attentiveness to negotiate.

- Sustained slopes less than 5% with short sections up to 10%
- Typical width from 18-36"
- Smooth surface with very few obstructions

Blue - Intermediate Trails

Intermediate trails may be narrower than the green trails and may have frequent challenges. Qualifiers - obstacles which demonstrate the level of difficulty that will be encountered along the trail segment and

consistent with the blue designation - should be designed into the trails at every connection with a green trail classification. Blue trails require attentiveness to negotiate.

- Sustained slopes range from 0 – 10%.

Sustained grades on intermediate trails should not exceed 10%, except for short distances up to 12%.

- Typical width from 18" to 36"
- Utilize native and imported rock to stabilize steep multi-use and single use trail surfaces
- Variable surface – Occasional obstacles including steps, water diversions, dips, roots, rocks, etc.

Black - Difficult Trails Double Black – Expert Trails

Difficult trails provide a challenging experience, including steeper grades, rougher surfaces, more frequent challenges and narrow widths. Trails may contain obstacles such as frequent water diversions, steps, switchbacks, cliff edges, significant drops, and roots or exposed rocks on their surface. Black trails may include recommended bike dismount sections and option lines, which are easier for trail users to negotiate. Qualifiers - obstacles which demonstrate the level of difficulty that will be encountered along the trail segment and consistent with the black designation - should be designed into the trails at every connection with a green or blue trail classification. Double Black trails provide continuous challenges.

- Sustained slopes range from 0-15% except for short distances up to 25%
- Downhill mountain biking trails are anticipated to sustain over 15% slope and require stone armoring
- Typical width from 12"-2' – additional width may be included for universal design
- Utilize native and imported rock to stabilize steep multi-use and single use trail surfaces
- Rough to variable surface – Frequent obstacles including steps, drops, built structures, water diversions, roots, rocks, etc.



Universally Accessible (Universal) Trail Design (UTD)

- *UTD a different way to think about how you build a trail to allow for special equipment, without changing the character, challenge, and designation. Universally accessible trails consider minimum design standards (outslope, trail width, clearance zone and ride arounds, trail radius, off camber). It allows individuals of all abilities to have an opportunity to enjoy the trail. Universally accessible trails provide:*
- *Inclusion in outdoor recreation for everyone; people with disability, families with strollers, people with walkers on the Multi-use Trails.*
- *Line choice for differently-abled individuals. An example is some adaptive mountain bikers (aMTB) prefer more difficult trails, riders can choose the best route over the technical sections that offer alternative routes or are wide enough to pick lines.*
- *Does not mean it needs to be easy. Double black trails can be universally accessible trails.*
- *A choice of trails. Not all trails need to be universally accessible, some can be narrower, but the goal is to provide alternative routes through the open space that are available for all users. The trails area noted which should include some level of UTD.*
- *Some spots of the trail need to be considered for the equipment used.*
- *Trackchair program access is slightly different and would be more traditional green rated wider paths (36-48"), with minimal obstacles. Additional information on universally accessible trail design can be found in Appendix I.*

The following are descriptions of trail features that are likely to be included with the trail construction and are to be considered incidental costs to the trail construction.

Basic Trail Construction

Basic trail construction consists of standard full bench trail construction with appropriately placed grade reversals and drainage dips. The overwhelming majority of the trail construction is simple basic trail in native soil. Constructed trail structures may include retaining walls, climbing turns, rock armoring, drainage features and steps. These structures are considered integral to trail construction and not a separate pay item.

Trail Bench with Constructed Fill (minimally used)

Basic trail construction with the trail tread being created from the excavated fill. This technique will solely be used for locations where the trail will be cross below larger diameter trees the City desires to remain (less than 5 occurrences). This technique would minimize impact to the existing tree roots by providing fill over the tree roots with the new trail. Fill to be generated from the newly excavated trail below and/or above the fill section. This technique may also be used in other locations as coordinated between the contractor



and the City. This technique is considered part of the trail construction and not a separate pay item.

Inslope Trail Tread

Basic trail construction with the trail tread sloping into the hillside. Drainage will be integrated into the trail design to allow accumulated water travel on the inside of the trail, then cross the trail at the low point of the grade reversal. Armoring may be necessary at lowpoints and cross drains. The multi-use trails may use this technique but with less frequency and amplitude. The Bike-Only Trails and the climbing trail are anticipated to have inslope trail tread with greater frequency and higher amplitude. This technique is considered part of the trail construction and not a separate pay item.

Trails Over Rocks or through rocky sections

Several larger rocks that are manageable to relocate may exist along the trail corridor that needs to be adjusted or moved. Remove only enough existing rock to clear the tread as necessary. Make sure existing rocks/boulders within the trail tread are stable. Fill voids between the boulders within the trail tread with small native stone and gravel. Where applicable, some trail “paving” may be accomplished with large flat rocks on the trail tread. In some locations, the trail will be on top of non-movable exposed bedrock or buried boulders. In a few locations, less than a total of 250 linear feet for the entire project there may be a larger boulder or fractured loose bedrock that may be “chiseled” or broken away to create a more appropriate trail tread.

Where the trail interacts with notable boulders and rock outcrops, Parks would like to seek opportunities for the contractor to create an option line for mountain bike use over the technical feature. This line can be formal or informal and suggestive providing an opportunity for users to “burn in” the line. Some locations have more notable boulders that could be integrated as a technical optional feature. Option lines will be more specific for a feature as opposed to a parallel option line running more than 15 feet or more. This will be value-added to the project and aid in developing an exceptional trail user experience with the unique landscape of the project area.

Note: All rocks must be set in place with a minimum of three points of contact. When finished, the trail tread should be level or slightly elevated above the surrounding grade to prevent snow from drifting into the tread. Keep in mind that our primary goals are to delineate a route and to construct a safe stable trail tread. This technique is considered part of the trail construction and not a separate pay item.

Paved Swale Crossings (trail armoring)

Across high flow drainage swales with notable recent water flow shall require rock pavers installed for trail tread armoring and critical edge reinforcement. To ensure the safest crossing possible, all pavers need to have a smooth top. The critical edge of the trail shall be armored with large rocks or a mono wall for added protection. Paved



crossings are anticipated 3' wide x 6' long unless field conditions require differently. Three locations are larger armored crossings and noted in the plans. Where needed, the contractor may need to define the swale of the drainage to maximize efficiency of water conveyance. Note, there are no perennial drainages that trail will cross with rock armoring (culverts will be used). There are 52 estimated armored crossings on the trail system estimated. This may adjust as field conditions on final trail alignment occur. Standard crossing to use approximately 0.5 tons of rock for each armoring. The three larger crossings will use approximately 4 tons of rock for each armoring.

- Open Space Trails – 28 locations (one which is a larger crossing)
- Bike Hill Trails – 14 locations
- Chamberlain Trail – 9 locations (two that are larger crossings)
- Douglas Creek Trail – None anticipated here, all drainage crossings will be in new culverts
- Hiking Only Trails – 1 location with rock armoring. Intermittent stream crossings will use culverts (new & existing).

Rock may be generated from onsite field stones. The Parks Department will provide a stockpile of rock slabs/boulders for armoring of crossings at the staging areas. Contractor shall haul rock from staging areas and install at crossing. This technique is considered part of the trail construction and not a separate pay item.

Rock/Boulder Walls

Rock walls may be necessary in key locations of the project depending on the field fit of the trail. Existing boulders tied into new walls shall be stable before constructing the wall. These walls need to be both aesthetically pleasing and functional. Backfill the walls with existing soil to create a trail tread above the wall. All wall rocks will be set using a minimum of three points of contact to ensure stability. Walls shall not exceed 30" in height. For aesthetic consistency, use rocks larger than 12" long x 6" height x 6" depth and smaller than 24" long x 24" height and 24" depth. All rock will come from the site (other than for North Douglas Creek Trail); it is not anticipated that the Contractor will need to import rock. This technique is considered part of the trail construction and not a separate pay item.

Crew and Trail Construction Debris Management

Construction Debris and spoils shall be handled to respect the open space, vegetation and ensure quick rebounds of the reclamation. Construction debris related to imported materials for posts, structures, equipment and crews shall be legally disposed of and cleaned up daily.

Spoils and overburden not integrated into the trail grading (berms, fill dirt, etc) shall be broadcast downslope of the new trail work. Spoils shall not be more than 2-3" deep to allow for rigorous growth of the native vegetation. Cut vegetation shall be used for trail closures whenever possible, otherwise dispersed downslope of the trail (cut ends pointing



away) covering the spoils. Rocks excavated shall be integrated into trail tread, trail features and pinch points as much as possible. This technique is considered part of the trail construction and not a separate pay item.

Pinch Points

Pinch points (also referred to as chokes) are trail corridor constrictions that align directly with the trail edge. Pinch points are an effective and natural-looking trail design tool to minimize excessive trail widening and to manage bike speeds.

As a speed and conflict management tool, pinch points encourage riders to slow down to navigate a tight or more challenging-looking trail feature. Pinch points are effective only when they occur regularly along the trail alignment.

Considerations of Pinch Points:

- Pinch points should be installed at strategic locations where trail widening, or excessive speeds are a known or potential problem;
- Pinch points located every 100-300 linear feet deter side by-side walking and keep all trail users on the trail tread;
- Large boulders set in the earth, standing trees, thick shrubs, large tree trunks and fencing are effective pinch point materials;
- Mulch, small rocks and medium-size dead fall are not effective pinch points and do not keep users on the tread;
- Pinch points should be constructed of natural materials and proportions that blend into the surrounding context;
- Trail corridor clearing should be carefully planned to retain trees, branches, and features that serve as pinch points and discourage trail widening.

Upturned Roots, downed trees and hazard trees.

Upturned roots and downed trees will be left near or in the trail corridor. Remove only enough material to allow passage without distorting the natural aesthetics of the landscape. Remove all “widow makers” and hazard trees that could impact trail users’ safety. The contractor shall remove hazard trees that are likely to fall onto the trail within 3 years and pose a safety concern during construction. Any uphill side trees impacted (under cut, roots cut, or native soil removed around root mass) by trail building shall be removed during construction.

Trail Closure

See trail closure and decommission above for specifics as well as Blodgett Master Plan for more information.



6. Additional Project Notes

Access to project site

Blodgett Open Space has three trailheads, one of which is under construction and not open to the public. The trailheads can be accessed from Centennial Blvd, Allegheny Dr, and Woodmen Road. The project area can be accessed by the contractor via three maintenance access gates (closed all times but contractor will have a key) and maintenance access roads within the open space. These access routes are highlighted on the plan and provide access throughout the open space and to 5 different staging areas.

Equipment can be staged along the trail at the risk of the Contractor. While this new trail will be closed for the work, the open space will remain open for recreational use. Trail work warning signs, trail closure signs and caution tape shall be utilized by the contractor as appropriate to protect the public. This will be the responsibility of the contractor. Trailhead close nightly from 10 pm to 5 am, with security gates.

Site Conditions

The project area ranges in elevation from 6,700 feet to 7,700 in the foothills of Colorado Springs. The southern portion of the open space is southern exposure with minimal shade for the summer. The northern portion of the open space is north facing with more abundance of pine trees and scrub oak. The deep shaded areas may hold snow and ice longer. There are a series of dominant ridgelines as well that are more exposed during thunderstorms. The open space is also home to many species of wildlife, including bear, mountain lion and a small population of rattlesnakes. Crews should use care for site and weather hazards. Lastly, the northern trailhead currently has a port-o-let available for use. The contractor is asked to practice leave no trace principles with trash and human waste.

Old Wire Fencing

Since the Open Space was purchased over time was once a collection of privately owned land, many of the parcels were divided by 3-wire barbed wire fence. Some of the proposed trails cross this fencing. At such locations for the new trails, the contractor shall cut back the wire to the next closest posts (left and right of trail). Any old t-post within 5' of the new trail shall be removed and brought back to a staging area for the City to dispose of. Fencing along the USFS boundary's will not be removed.

Project Construction Timing / Sequencing

The City of Colorado Springs desires that trail construction start in early 2025 and continue in one sustained effort. There should be substantial progress made through the end of 2025, however, the City anticipates the contractor to extend into the 2026 season.



For the purposes of this bid, the period of performance is 18 months from the Notice to Proceed.

Trail Construction Sequencing – The project has a few unique components that may alter when and where to start work

- The City of Colorado Springs, in support from the community, asks that the contractor minimizes the trails closed for construction as much as possible. Closures will be allowed and coordinated with the public, but should be minimal.
- The trails in the south are generally southern aspect and may be work “workable” all year (including winter). Trails in the northern area with north aspects hold snow longer and are more shaded
- New trails and or segments of trails should be completed and opened to the public prior to closures of the existing trails the new trails are replacing
 - o For Example – The City of Colorado Springs requests to contractor being construction of D1 & 2, Portions of the Chamberlain Trail C1-C6 and portions of the Bike Trail B6-10 because of the existing “Fenceline Trail” The new trails provide the new connections for this popular social trail and will need to be open prior to closing. Additional information available by project manager if needed
- As stated above, the Bike Only Segment B2 should likely be started no sooner than September 1, 2025 to allow for additional regrowth of the reclaimed hillside this trail will sporadically traverse.
- Newly constructed trails may remain closed by contractor if conditions are not suitable for new use, such as dry soils. Further coordination is anticipated as trail segments are completed.
- The City plans for conduct additional fuels mitigation in late fall of 2025 into early spring of 2026 in the northern portion of the open space. This 55 acre treatment and retreatment, will thin the scrub oak. Additional coordination is anticipated with the trail contract as the work approaches.

Permitting

A City and State Stormwater may be required for this work. The City of Colorado Springs shall be responsible for securing the permits. The contractor will be responsible to sign the permit as the designated contractor, and the requirements of the permit (following standard sustainable trail building principles) to minimize stormwater runoff. The City of Colorado Springs will cover the cost of the permits.

Trail Flagging and Staking

The trail corridor was previously flagged this summer. The Parks Department will provide a PDF of the trail alignment, as well as a KMZ file that can be uploaded into Google Earth or downloaded into a GPS device. The trail alignment is subject to slight modifications before construction, based on bird surveys and final archeological survey. The awarded contractor shall be consulted of any changes and if there are any price changes.

If the Contractor wishes the Parks Department to complete additional marking or staking



throughout the entire trail corridor that will occur before the Contractor commencing work. It is not anticipated that the Parks Department will flag the critical edge with sprinkler flags. The Parks Department will coordinate with the selected Contractor to field-fit specific trail features/structures and alternative lines.

The contractor has approximately an eight (8') foot buffer around the flags. Please be observant to trail grades should the alignment deviated from the flagline. If the Contractor needs to align the trail outside this eight (8') buffer, they must consult with the Parks Department. Contractor to determine how they will construct, including but not limited to, steep cross slope, small drainage crossings with rocks, trail over rock fields, and climbing turns. Machinery can be utilized for the construction of the trail, such as a Sweco, Ditch Witch or Perntamoter Ibex or others, however, the wheelbase cannot exceed three feet.

The City of Colorado Springs relies on the trail construction practices of Volunteers for Outdoors Colorado (VOC) and International Mountain Bicycling Association for trail standards. Please refer to *Volunteers for Outdoor Colorado, Crew Leader Manual, Trail Solutions: IMBA's Guide to Building Sweet Singletrack*, and *BIKE PARKS: IMBA's guide to new school trails*, as references for trail design.

Project Meetings

Once the Contractor has been issued a Notice to Proceed, the Parks Department will hold a meeting with the Contractor to review the design intent, the project schedule, and answer any outstanding questions.

Weekly Construction Meetings

Once the trail is under construction, the City will require weekly construction meetings to be able to answer any questions and provide additional information, if needed. The Parks Department representative can be available if the Contractor has additional questions and needs on-site clarifications between the weekly meetings.

Specifications, Details and References

The City of Colorado Springs, Parks, Recreation and Cultural Services Department (Parks Department) relies on the trail construction practices of International Mountain Bicycling Association (IMBA) and Volunteers for Outdoors Colorado (VOC) for trail standards. Please refer to *Trail Solutions: IMBA's Guide to Building Sweet Singletrack* and *Volunteers for Outdoor Colorado, Crew Leader Manual*, as references for trail design.

Additional design guidelines have been established in the adopted Blodgett Master Plan available on the City's website at: <https://coloradosprings.gov/BlodgettMasterPlan>



Contractor Requirements

The contractor shall have significant demonstrated experience building natural surface trails. Additional desired qualifications include:

- Experience on and in similar terrain
- Experience with similar size and scale of projects
- Familiarity with local/regional landscape
- Membership in good standing with Professional Trail Builders Association or strongly demonstrated experience equal to PTBA qualifications.

RFP Submission Notes:

- Option to Bid on Bike ONLY Trails, please see Bid Form 2 (Schedule A).
City Reserves the right to select more than one contractor if the City deems it in the best interest to complete the project.
- Please submit a project schedule with anticipated start date and target date for major milestones.



SCHEDULE D – PROJECT PLANS

Starts On Next Page

Blodgett Open Space Trail System Improvements

Colorado Springs, CO

Jan 10, 2025
FOR BIDDING

SITE DATA

Owner: City of Colorado Springs
1401 Recreation Way
Colorado Springs, CO 80905

Project Manager/Plan Preparer:
David Deitemeyer
Senior Program Administrator, TOPS, PLA, ASLA
City of Colorado Springs Parks, Recreation and Cultural Services
719-385-6515
david.deitemeyer@coloradosprings.gov

GENERAL NOTES

Access to project site

- 1) The primary access will be from Centennial Blvd and Woodmen Road. There are three construction access points into the open space on the eastern boundary. Other access points for both equipment and crew are available and may be coordinated with Park Staff prior to the project.
- 2) The suggested best staging area is located at the future Quarry Trailhead. This is closed to the public until the trails open and is behind a gate with sufficient space. The other access points area also available. Equipment can be staged along the trail at the risk of the Contractor.

Trail Flagging and Staking

- 4) The trail alignment is subject to slight modifications before construction, based on bird surveys and final archeological survey and final design. The Bike Only Trails area anticipated to be further refined with the selected contractor to maximize the site elements, terrain and create trail character.
- 5) The Parks Department will provide a PDF of the trail alignment, as well as a KMZ file that can be uploaded into Google Earth or downloaded into a GPS device.
- 6) Trail flagging is minimal at this time to not draw attention to the work. In the past some members of the public remove flagging. The Parks Department will complete final marking (flagging) or staking throughout the entire trail corridor that will occur before the Contractor commences work. **Trail flagging and marking will reflect trail center line.** The Parks Department will coordinate with the selected Contractor to field-fit specific trail features/structures and alternative lines.
- 7) The contractor has approximately a five (5') foot buffer both sides of the flagline. Please be observant to trail grades should the alignment deviated from the flagline. If the Contractor needs to align the trail outside this five (5') buffer, they must consult with the Parks Department.
- 8) Contractor to determine how they will construct, including but not limited to, steep cross slope, small drainage crossings with rocks, trail over rock fields, and climbing turns. Machinery can be utilized for the construction of the trail, such as a Sweco, Ditch Witch or Perntamoter Ibex or others, however, the wheelbase cannot exceed three feet for narrow single track, and four feet for wider single track. The North Douglass Creek Trail may allow for larger equipment. Several sections will require and/or suggest HAND WORK only, and are identified on the plans.
- 9) The trails within this bid include new trail build, improve existing, maintain existing, trail closures. Most trails are non-motorized multi-use singletrack trails. There area also hiking only trails, bike only trails, and a wide gravel regional trail. Refer to the plans and bid documents for more information. Additional scope of work tasks are also included that will support the new trail system.

Project Meetings

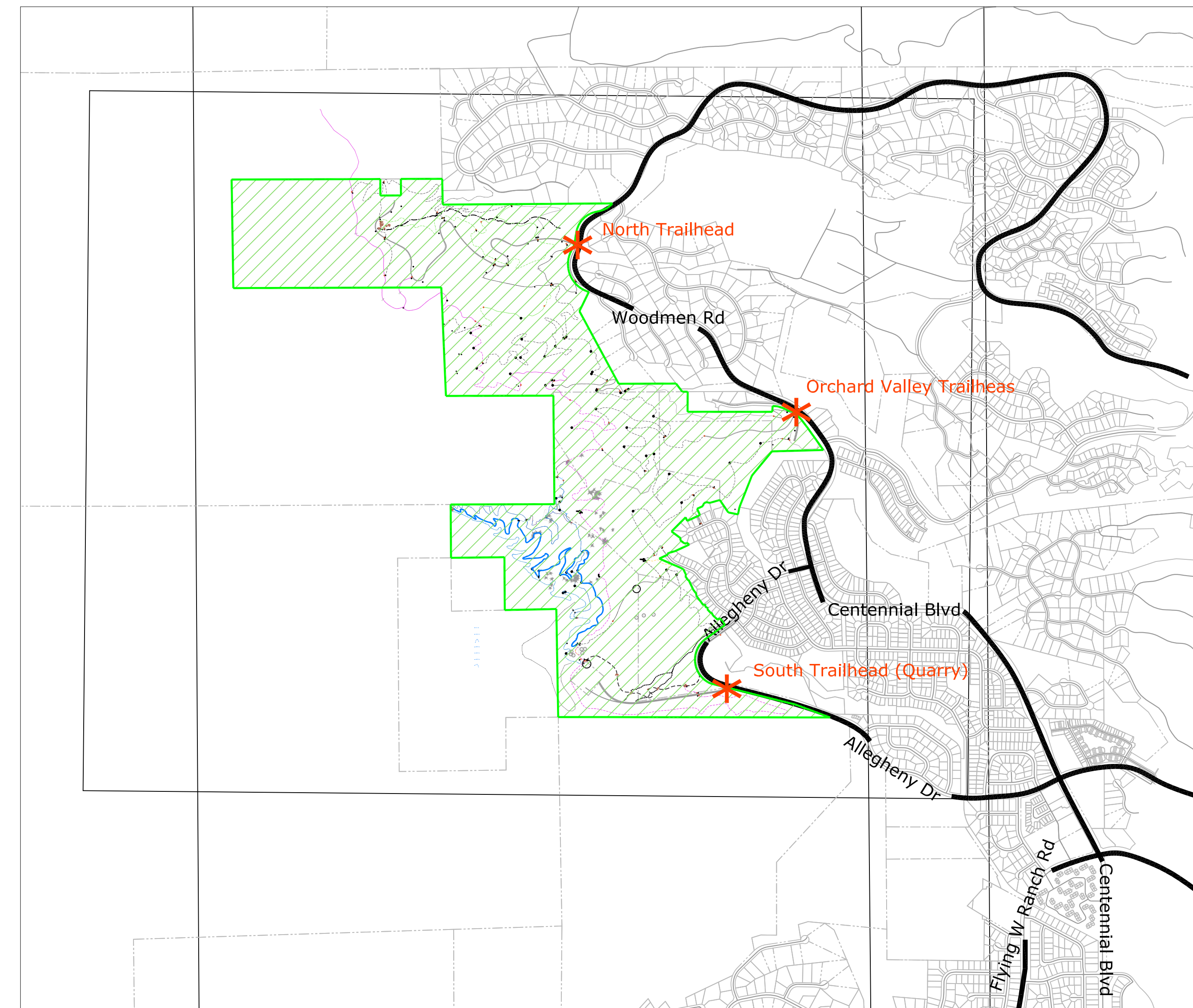
- 10) Prior to construction, the City will host a site walk-thru to review the design intent, the project schedule, project walk thru, and answer any outstanding questions. This may be repeated as work moves into new areas later in the project life.
The City will require weekly construction meetings to be able to answer any questions and provide additional information, if needed. The Parks Department representative can be available if the Contractor has additional questions and needs on-site clarifications between the weekly meetings.

Specifications, Details and References

- 11) The City of Colorado Springs, Parks, Recreation and Cultural Services Department (Parks Department) relies on the trail construction practices of International Mountain Bicycling Association and Volunteers for Outdoor Colorado (VOC) for trail standards. Please refer to *Trail Solutions: IMBA's Guide to Building Sweet Singletrack* and *Volunteers for Outdoor Colorado, Crew Leader Manual*, as references for trail design. All bids provided should highly consider Parks' low maintenance operation requirements.

Permitting Requirements

- 12) The City of Colorado Springs shall apply and cover the cost for the necessary stormwater permits (State Permit and City of Colorado Springs Permit) associated with the Blodgett Open Space Trail System project. Prior to the starting the work, the contractor will be required to sign associated permits as the project trail contractor/operator. Earthwork will not be allowed to start until permits are approved.



BLODGETT OPEN SPACE - Construction Access Points shown with *

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DRAWN BY: D. DEITEMEYER
DATE: JAN 2025
SCALE: As noted
REVISIONS:



BLODGETT OPEN SPACE
MASTER PLAN TRAIL IMPLEMENTATION

TITLE:

SHEET 1

OF 12 SHEETS

FILE NUMBER:

SHEET INDEX

- S1 Cover Sheet
- S2 Overall Project Map
- S3 Enlargement Map South
- S4 Enlargement Map East
- S5 Enlargement Map West (Bike Hill)
- S6 Enlargement Map Northwest
- S7 Enlargement Map Northeast
- S8 Enlargement Map Bike Hill Trail System
- S9 Enlargement Map North Douglas Creek Trail
- S10 Site Enhancement Enlargements
- S11 Details
- S12 Details

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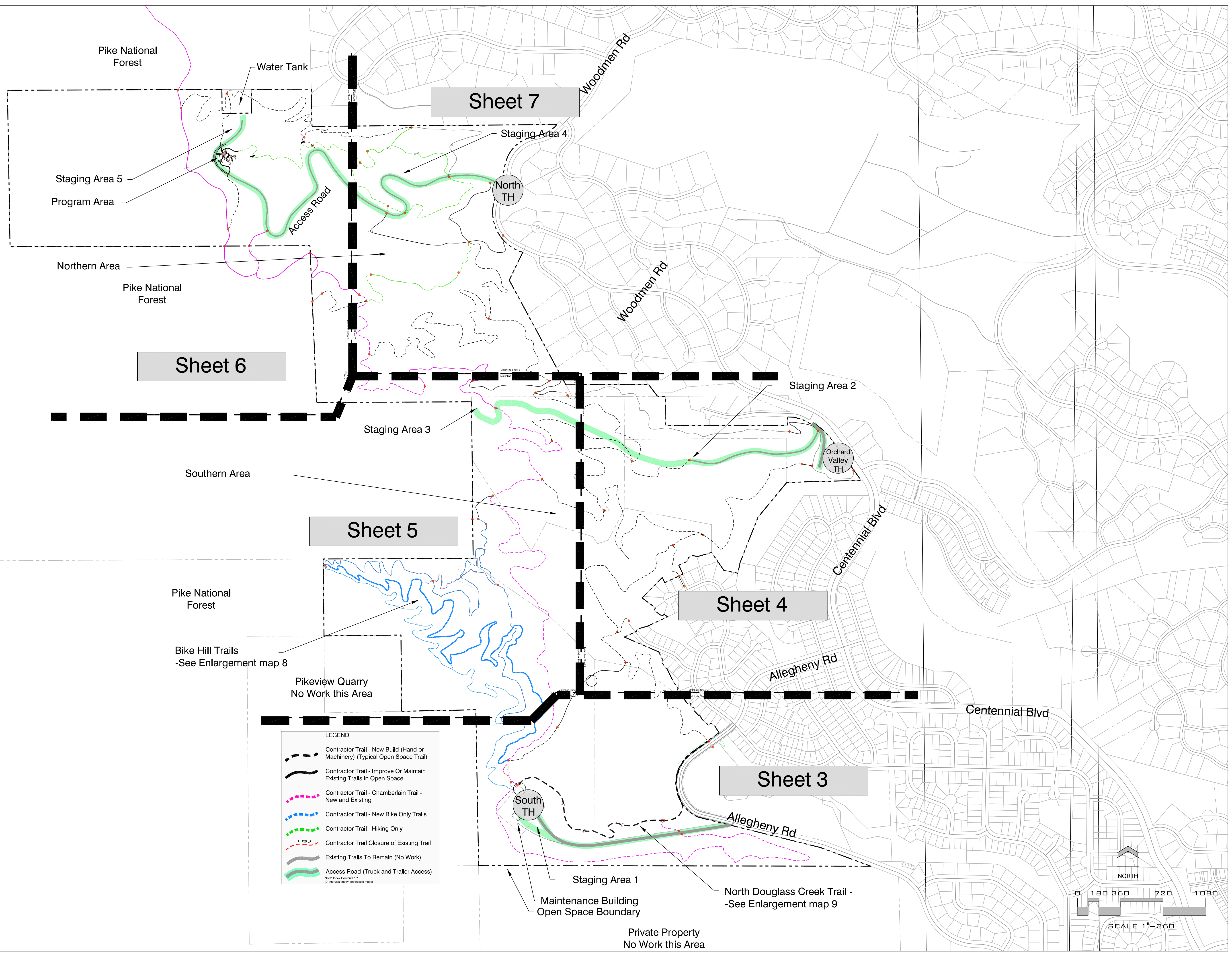


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Key Map

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MASTER PLAN TRAIL IMPLEMENTATION

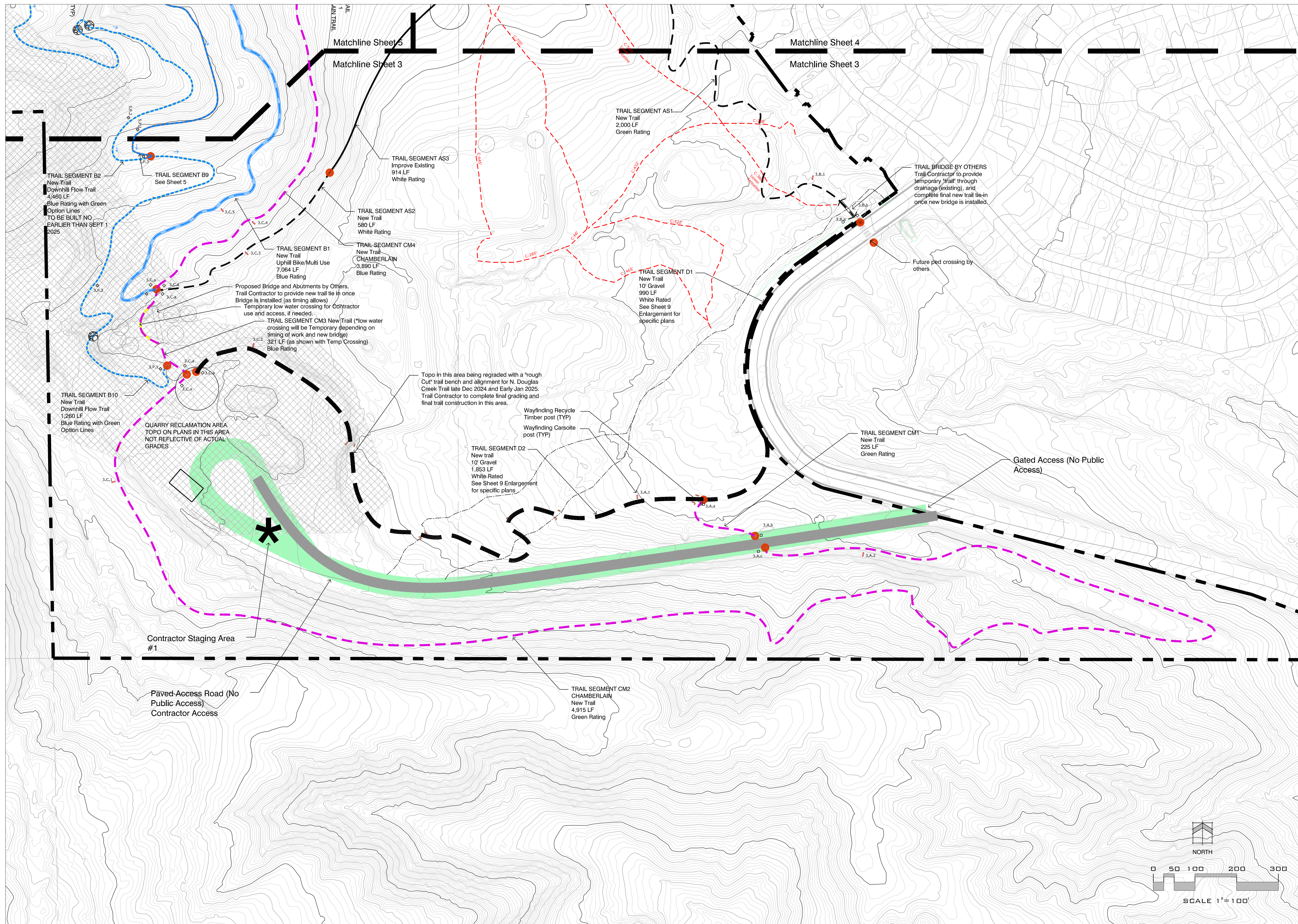
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LEGEND

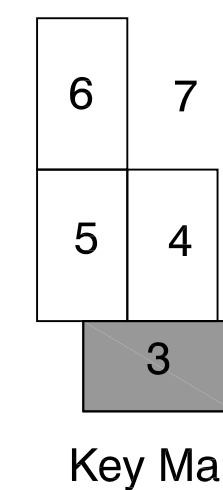
- Contractor Trail - New Build (Hand or Machinery) (Typical Open Space Trail)
- Contractor Trail - Improve Or Maintain Existing Trails in Open Space
- Contractor Trail - Chamberlain Trail - New and Existing
- Contractor Trail - New Bike Only Trails
- Contractor Trail - Hiking Only
- Contractor Trail Closure of Existing Trail
- Existing Trails To Remain (No Work)
- Access Road (Truck and Trailer Access)

Note: Inset Contours 10' @ 2' intervals shown on this site plan



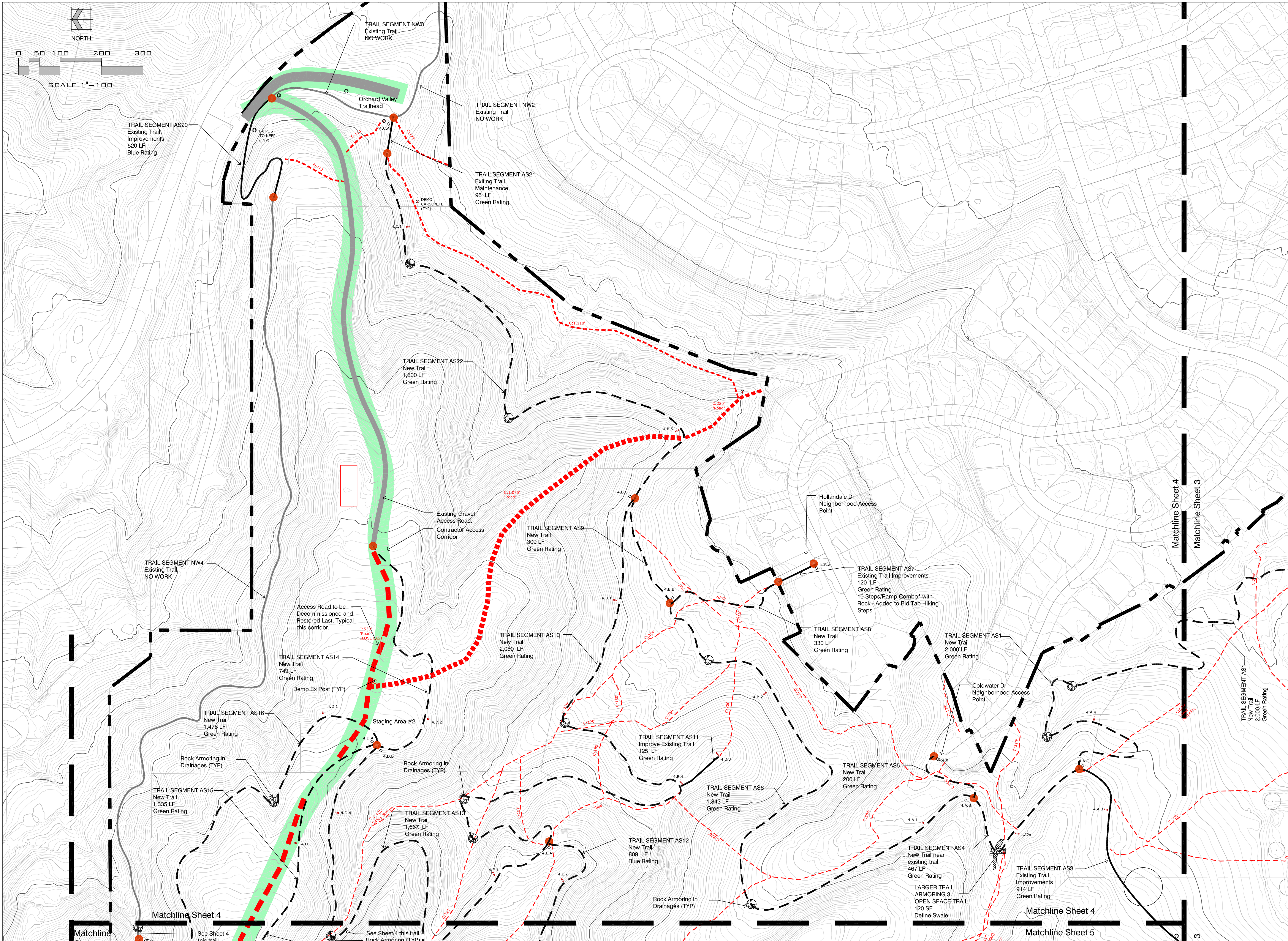
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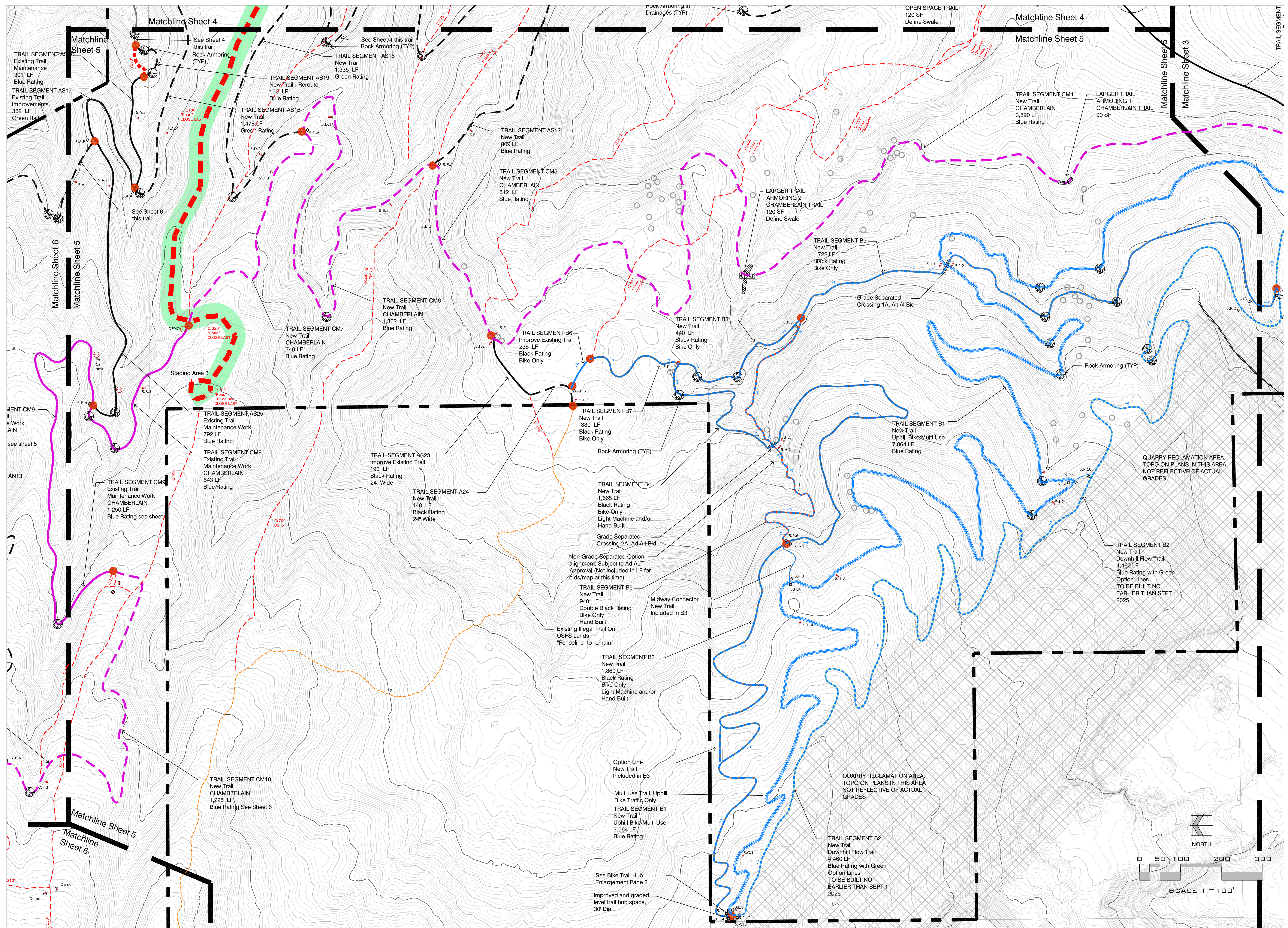
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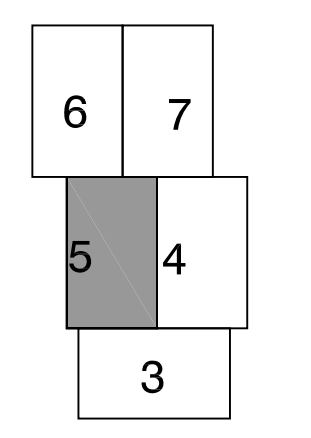
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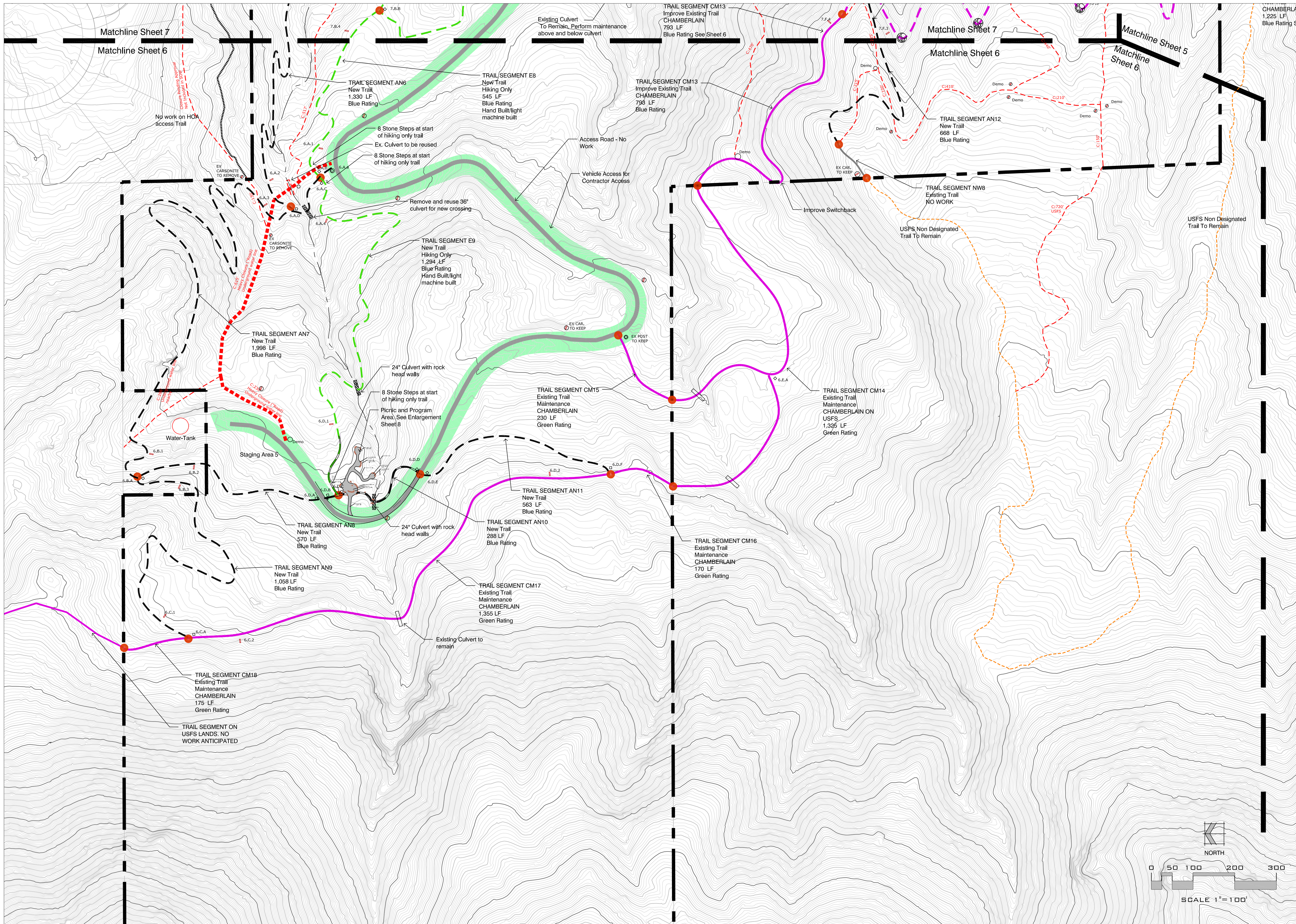
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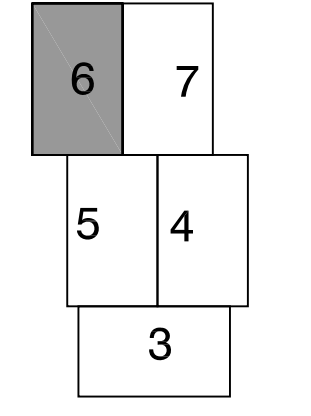
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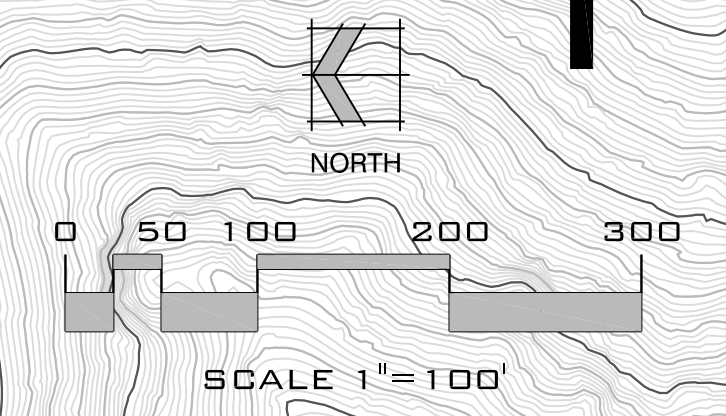
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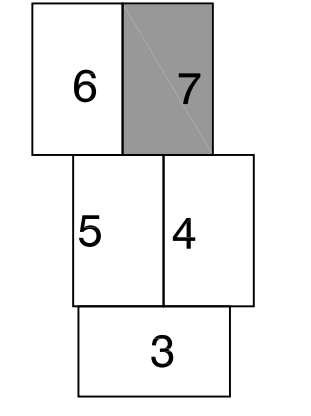
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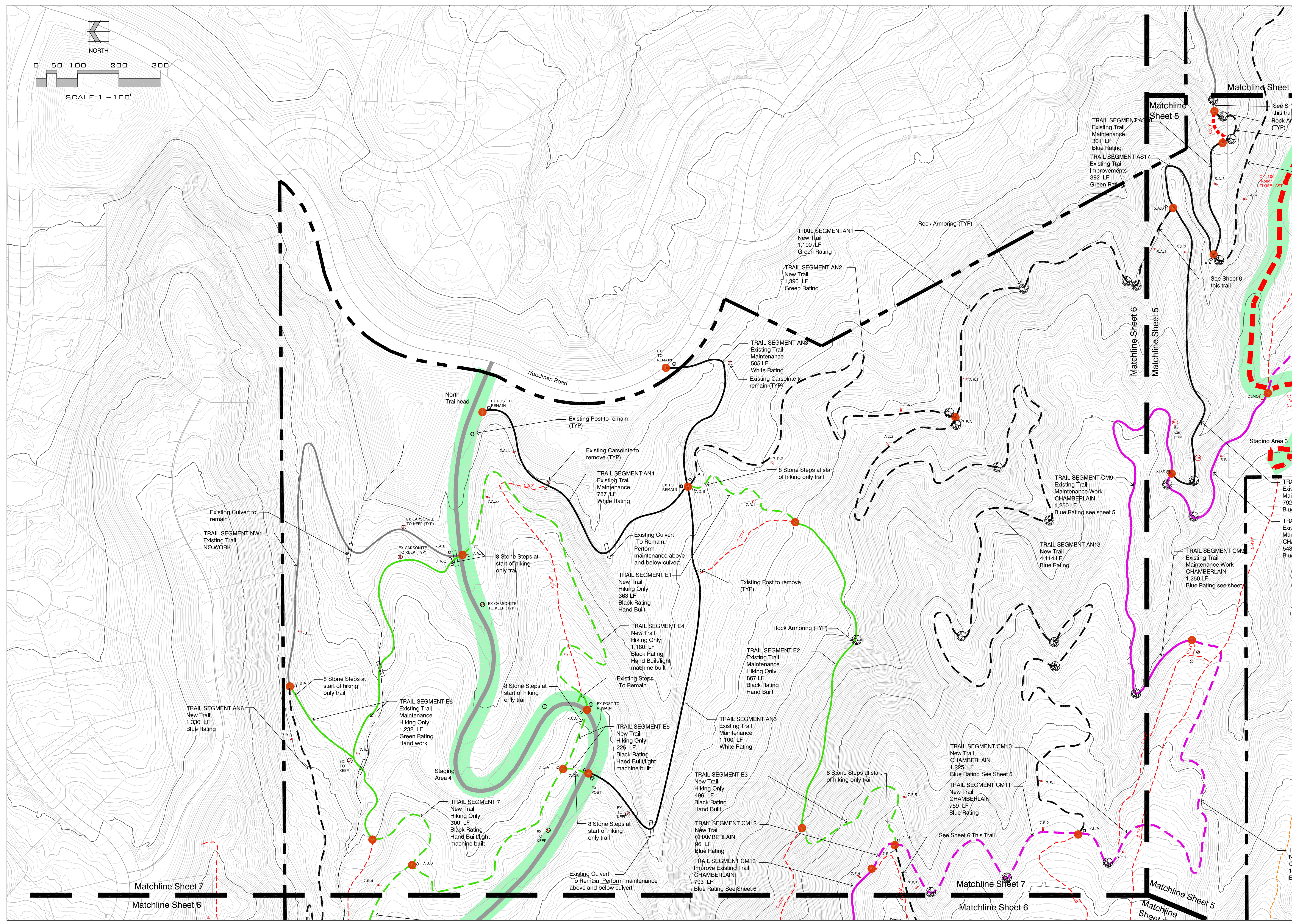
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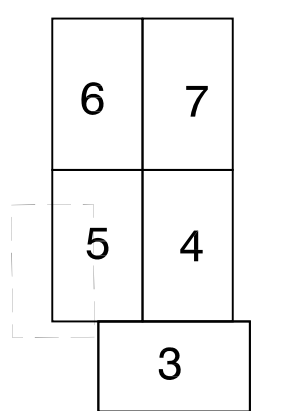
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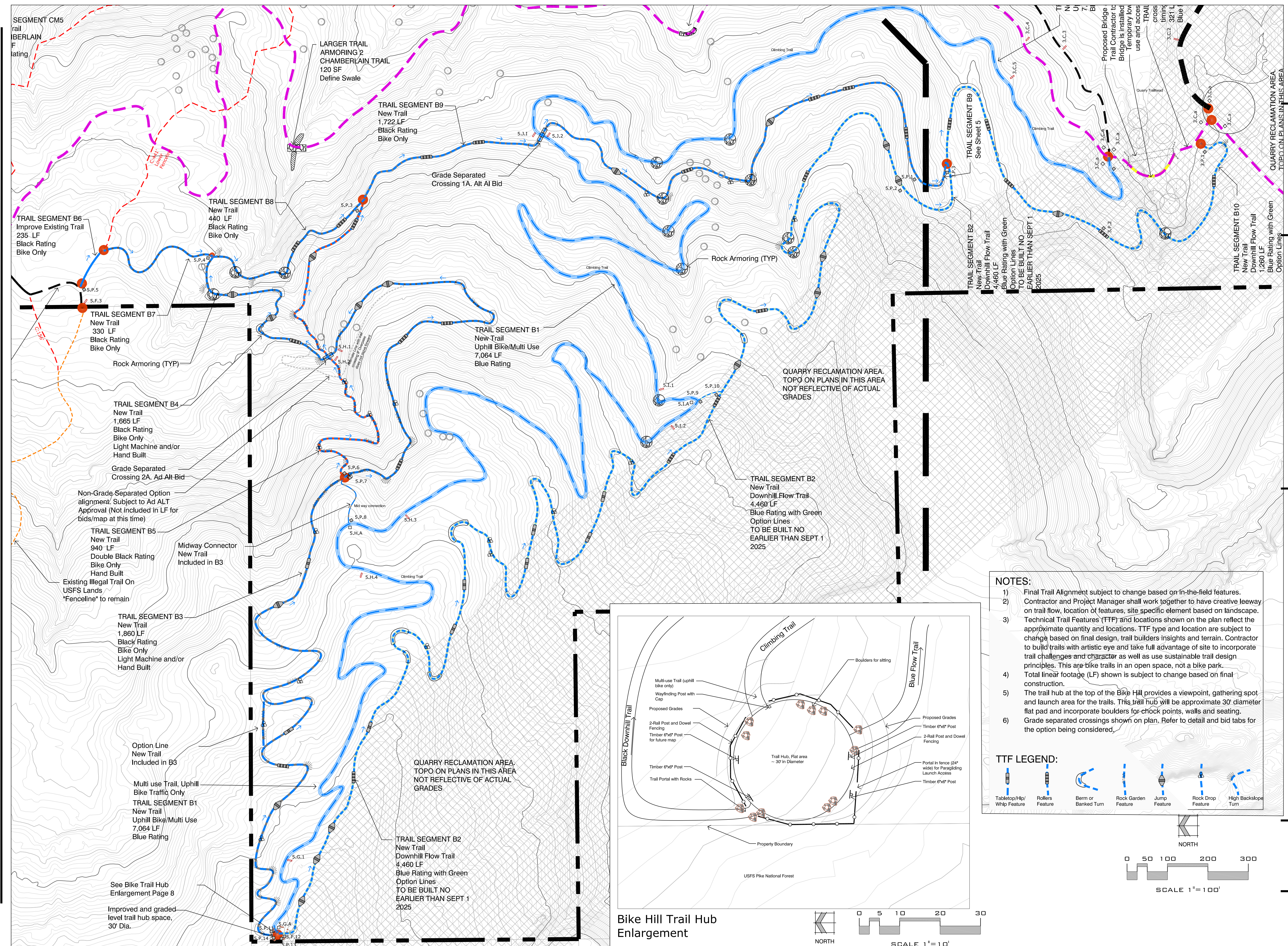


Key Map

BLODGETT OPEN SPACE
MASTER PLAN TRAIL IMPLEMENTATION
BIKE HILL ENLARGEMENT

TITLE:

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OF **12** SHEETS
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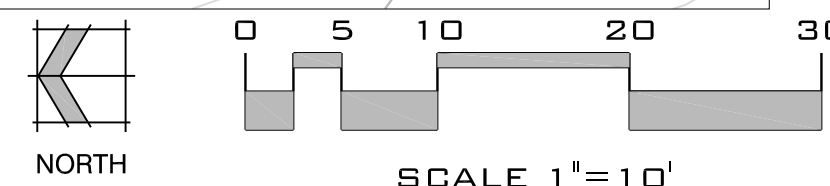
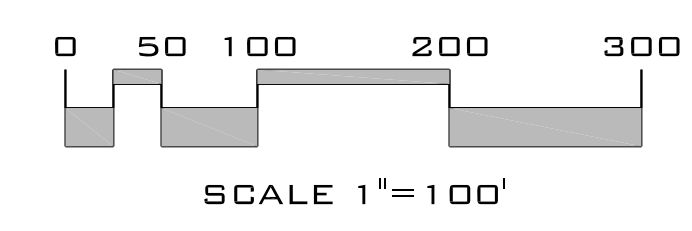
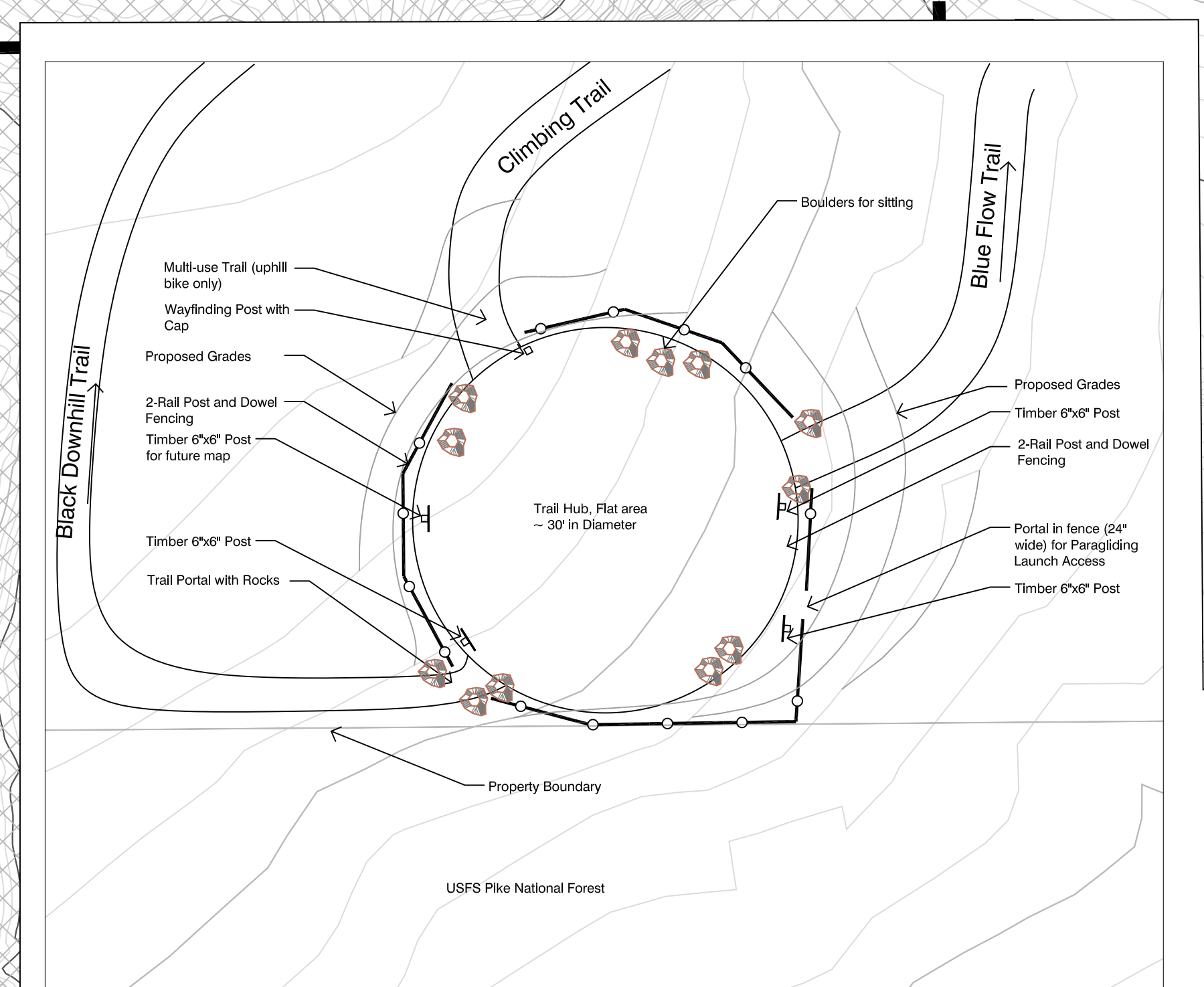
Bike Hill Trail Hub
Enlargement

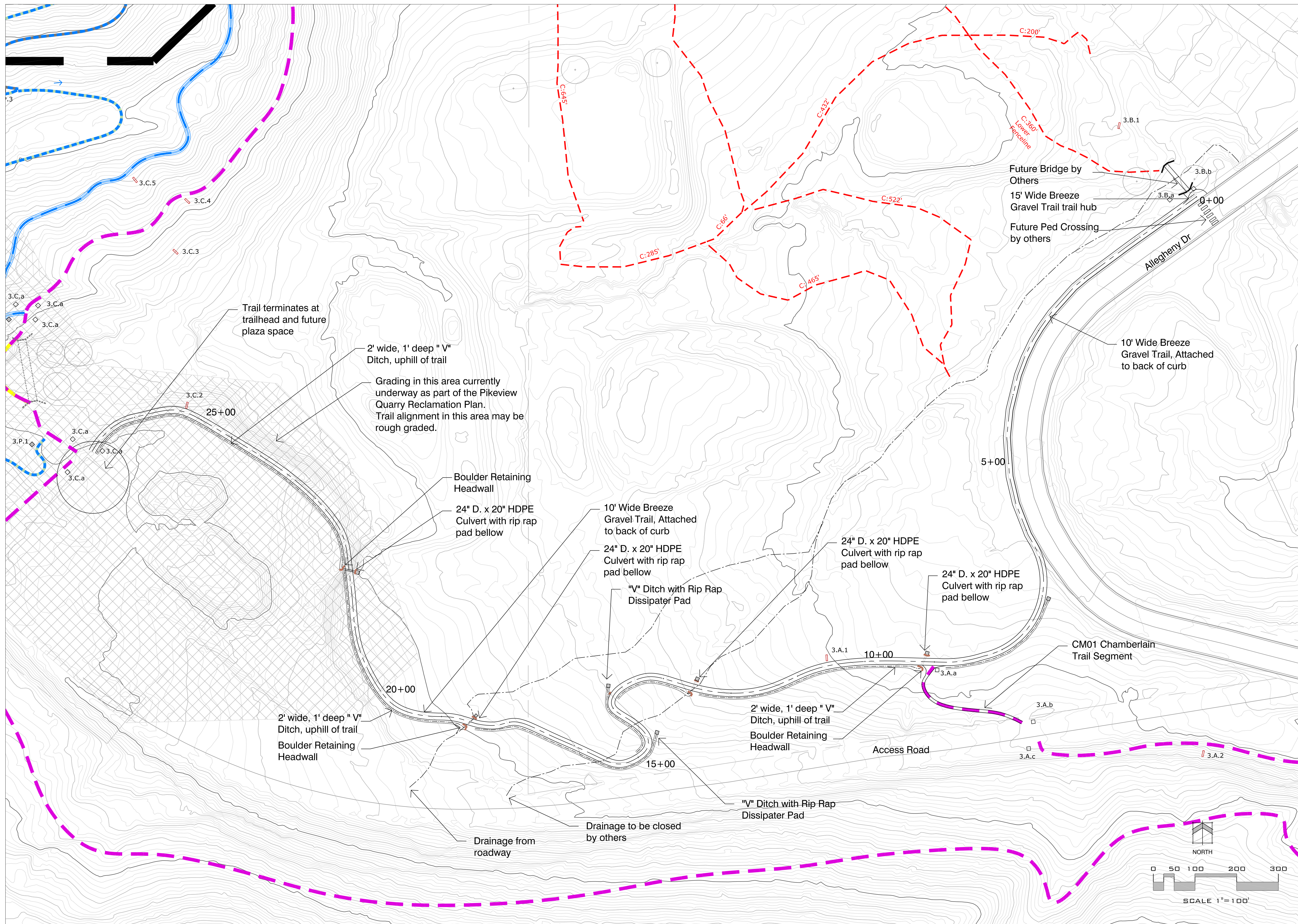
NOTES:

- 1) Final Trail Alignment subject to change based on in-the-field features.
- 2) Contractor and Project Manager shall work together to have creative leeway on trail flow, location of features, site specific element based on landscape. Technical Trail Features (TTF) and locations shown on the plan reflect the approximate quantity and locations. TTF type and location are subject to change based on final design, trail builders insights and terrain. Contractor to build trails with artistic eye and take full advantage of site to incorporate trail challenges and character as well as use sustainable trail design principles. This are bike trails in an open space, not a bike park.
- 3) Total linear footage (LF) shown is subject to change based on final construction.
- 4) The trail hub at the top of the Bike Hill provides a viewpoint, gathering spot and launch area for the trails. This trail hub will be approximate 30' diameter flat pad and incorporate boulders for chock points, walls and seating.
- 5) Grade separated crossings shown on plan. Refer to detail and bid tabs for the option being considered.

TTF LEGEND:

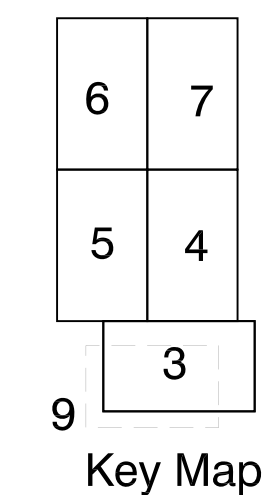
- Tabletop/Hip/Whip Feature
- Rollers Feature
- Berm or Banked Turn
- Rock Garden Feature
- Jump Feature
- Rock Drop Feature
- High Backslope Turn





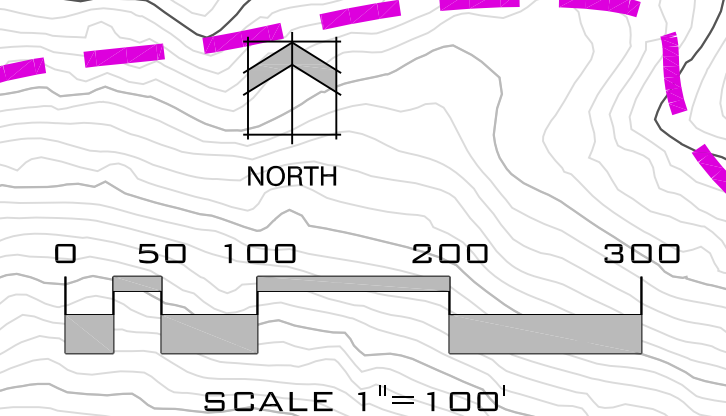
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 DATE: JAN 2025
 SCALE: 1" = 100'
 REVISIONS:



TITLE:
 BLODGETT OPEN SPACE
 MASTER PLAN TRAIL IMPLEMENTATION

SHEET **9**
 OF **12** SHEETS
 FILE NUMBER:



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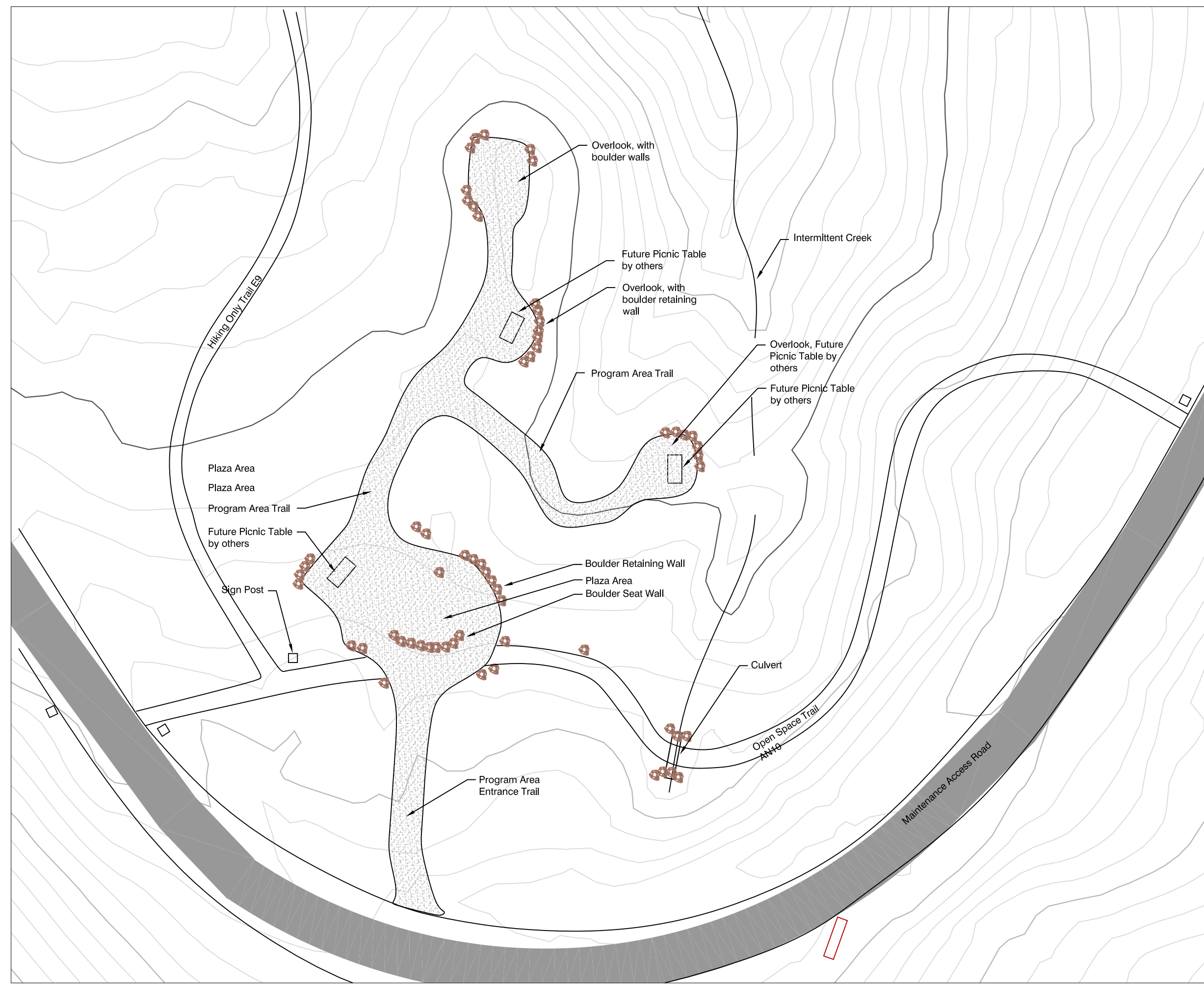
DESIGNED BY: D. DEITEMEYER
 DRAWN BY: D. DEITEMEYER
 DATE: JAN 2025
 SCALE: AS NOTED
 REVISIONS:



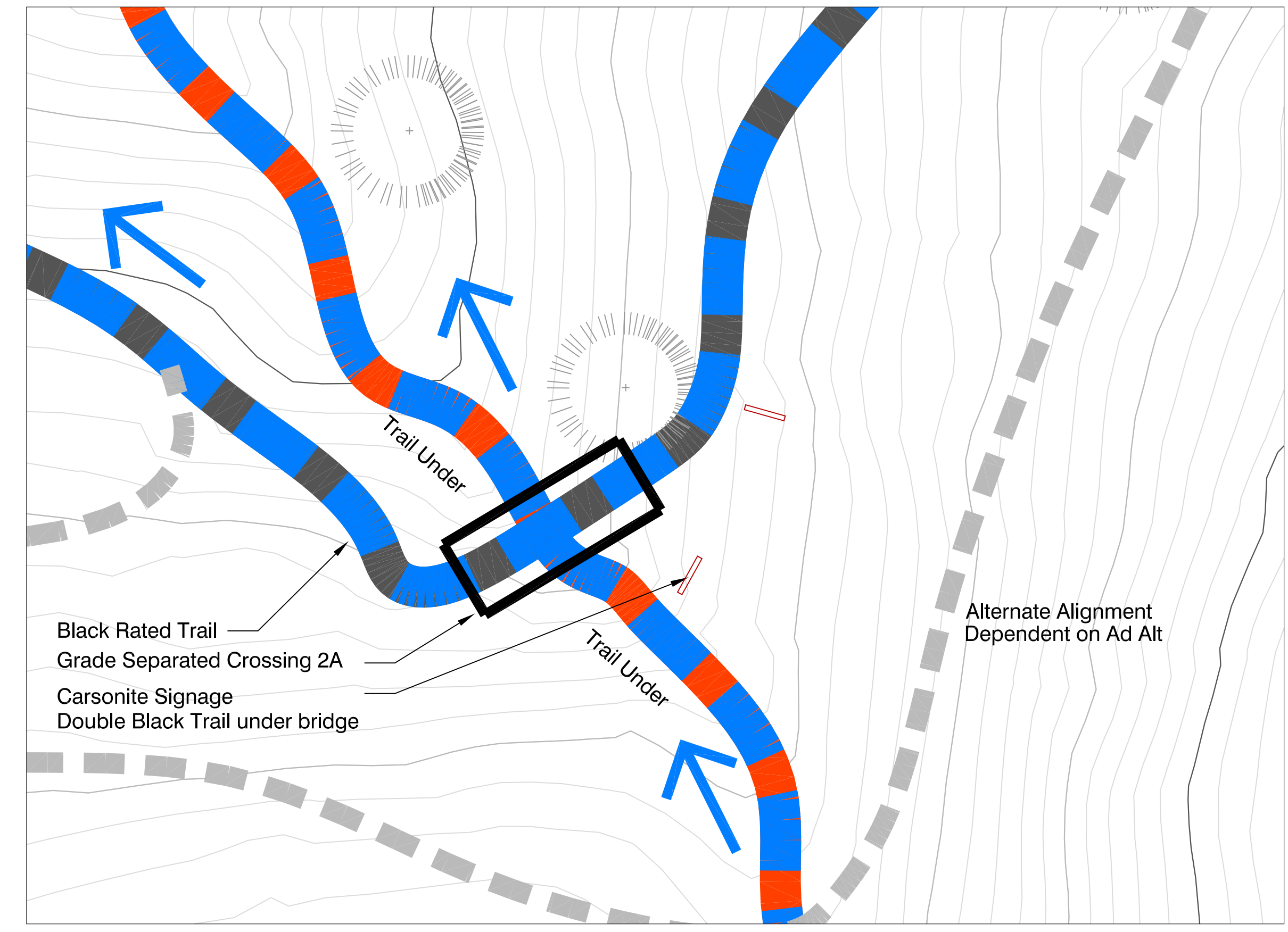
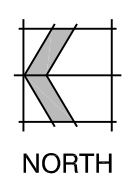
BLODGETT OPEN SPACE
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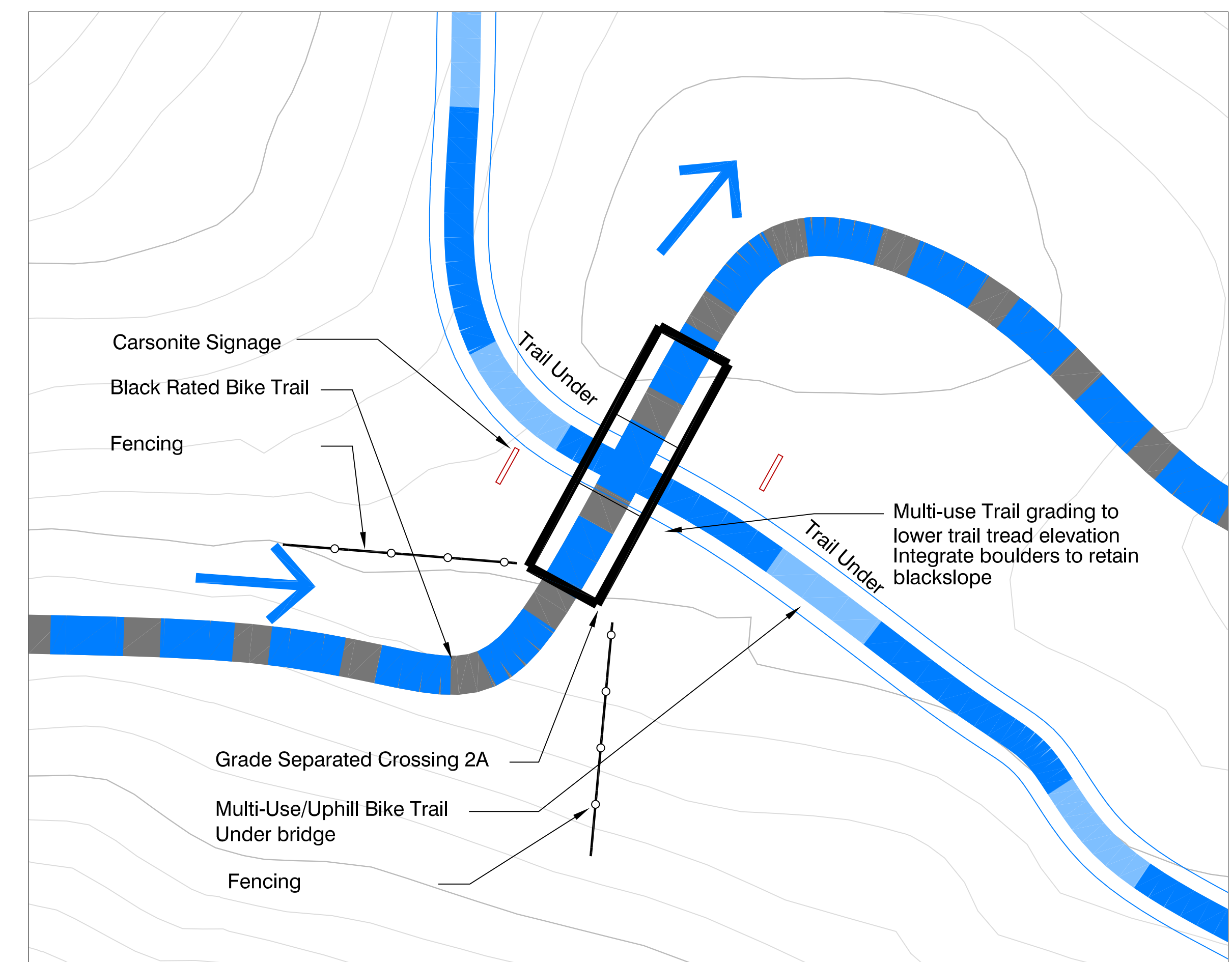
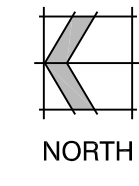
SHEET 10
 OF 12 SHEETS
 FILE NUMBER:



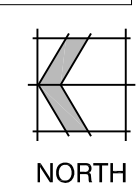
Program Area: 1:20



Grade Separated Crossing 2A (North) 1:10



Grade Separated Crossing 1A (South) 1:10





Stone Step Example of Contract installed steps on Hiking Trail Entrances and Exits

Rock Step Type 6-8" height, 18-24" wide and 24-36" long.

Native rock sides (gargoyles) by Contractor

Rock provided by City, delivered to North Blodgett staging area

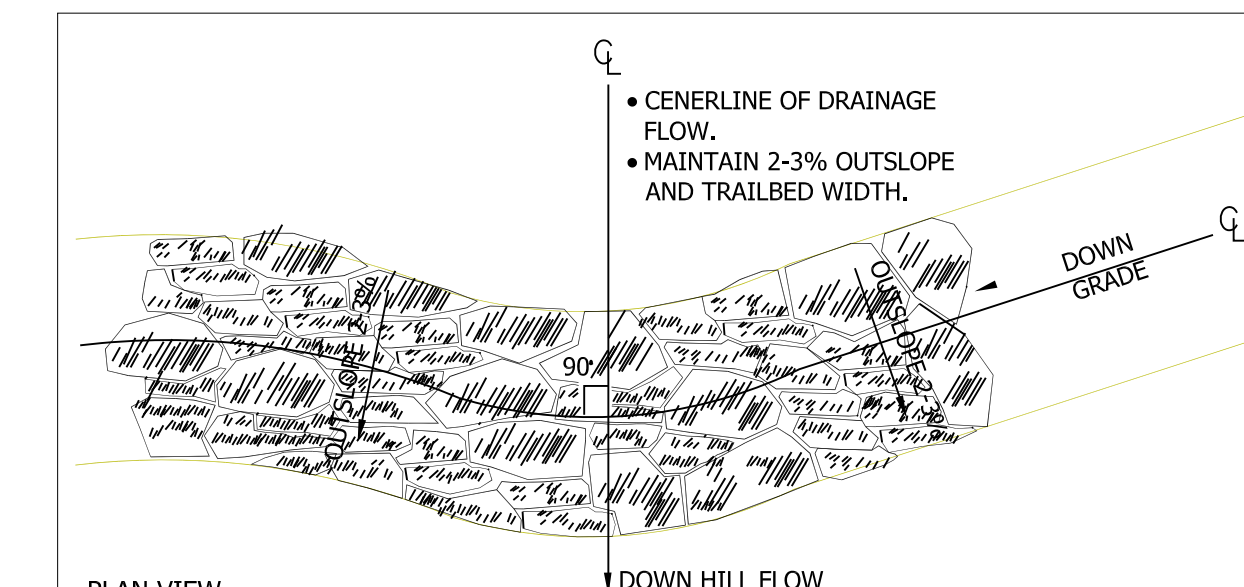
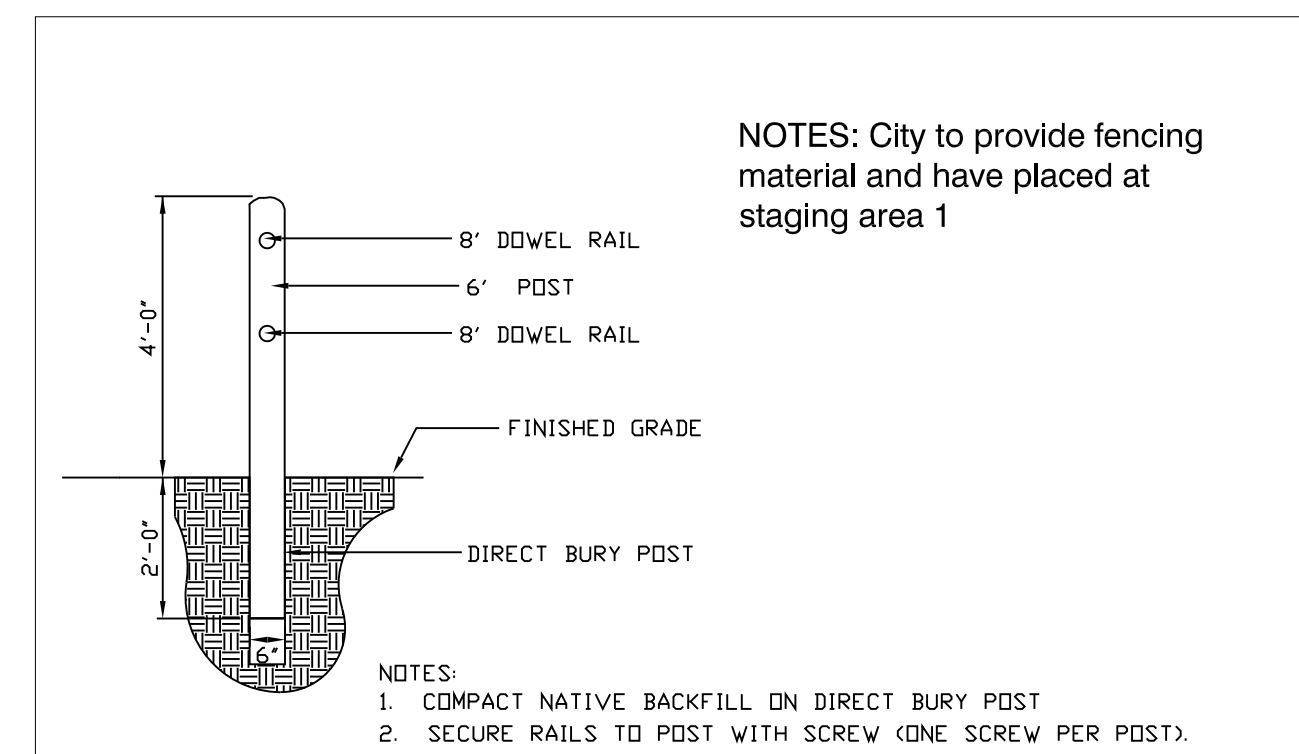


2- Rail Post and Dowel Fence

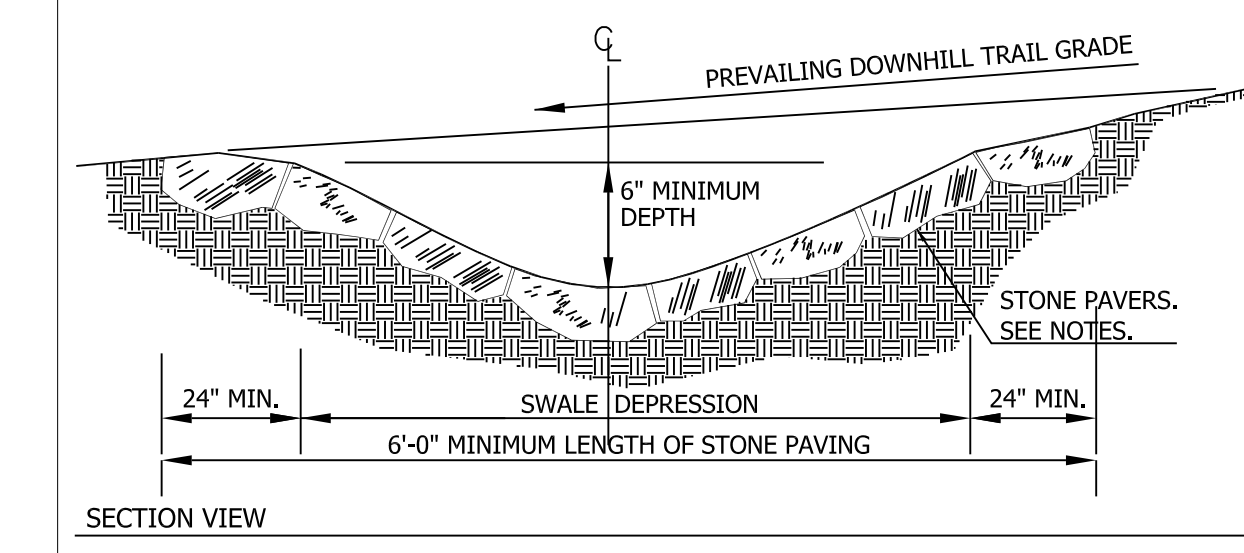
Installed to a depth of 24", direct bury

Place 3" deck screw at each rail/post connection

City to Provide Fence Material and will be placed at Staging Area 1 (South Trailhead)

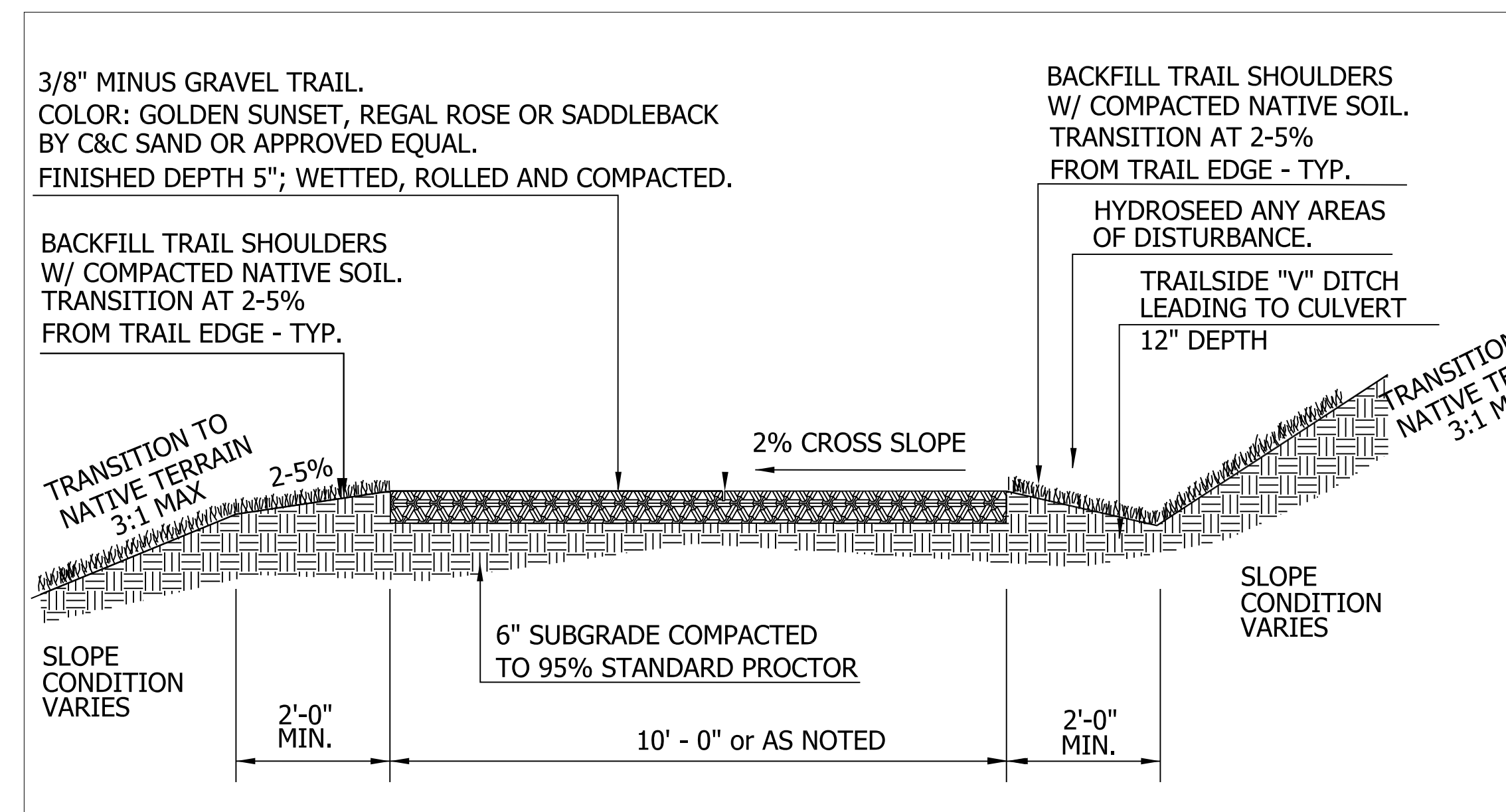
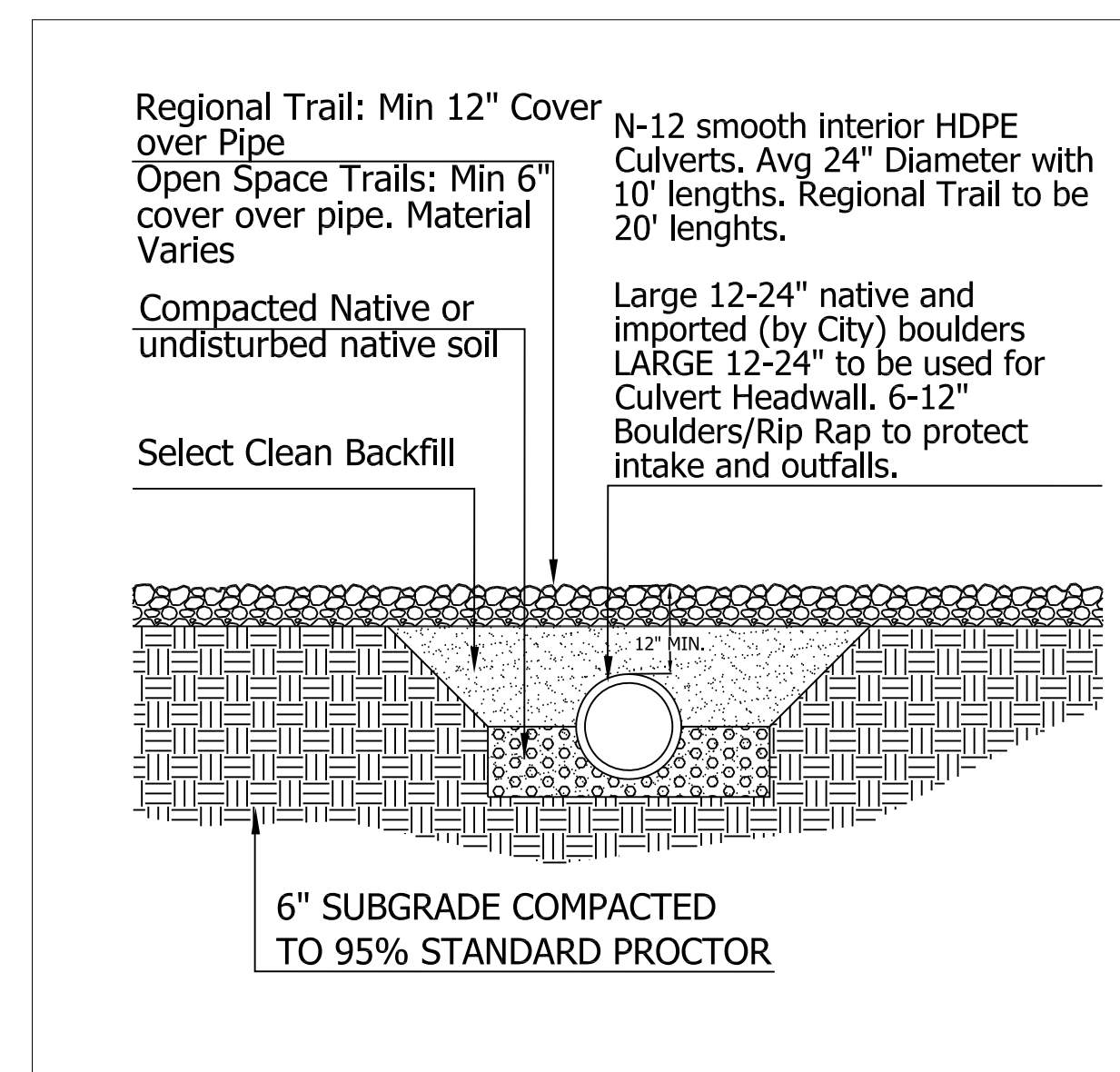


- SWALE CROSSING NOTES
1. Vary centerline shift as necessary to daylight spillway.
 2. Extend stone paving 24" beyond swale edge on each side, or a minimum 6' length, whichever is greater.
 3. Stone pavers shall be minimum 18"x18"x6".
 4. Maintain maximum 1" horizontal joint and 1/2" vertical variation between stone pavers.
 5. Maintain outslope and trailbed width.
 6. For unreinforced Swale Crossing, construct per detail and omit stone paving.

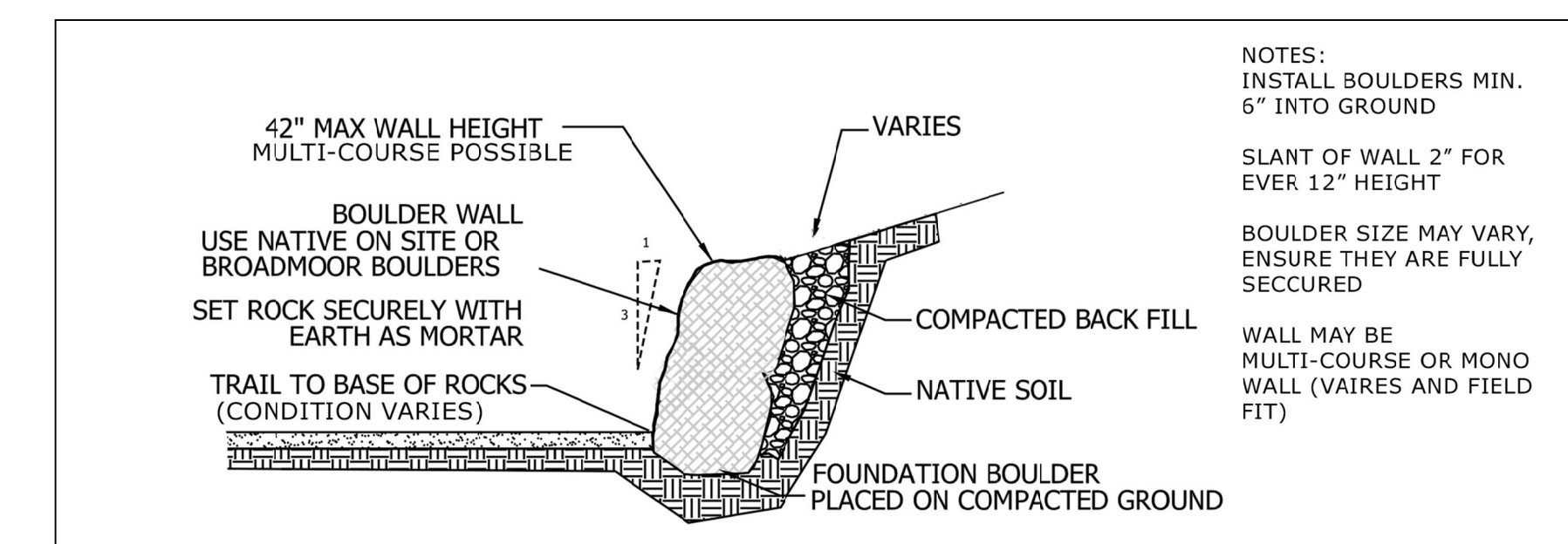


1.1 Hiking Trail Stone Steps

2.1 Two Rail - 4' Post and Dowel Fencing



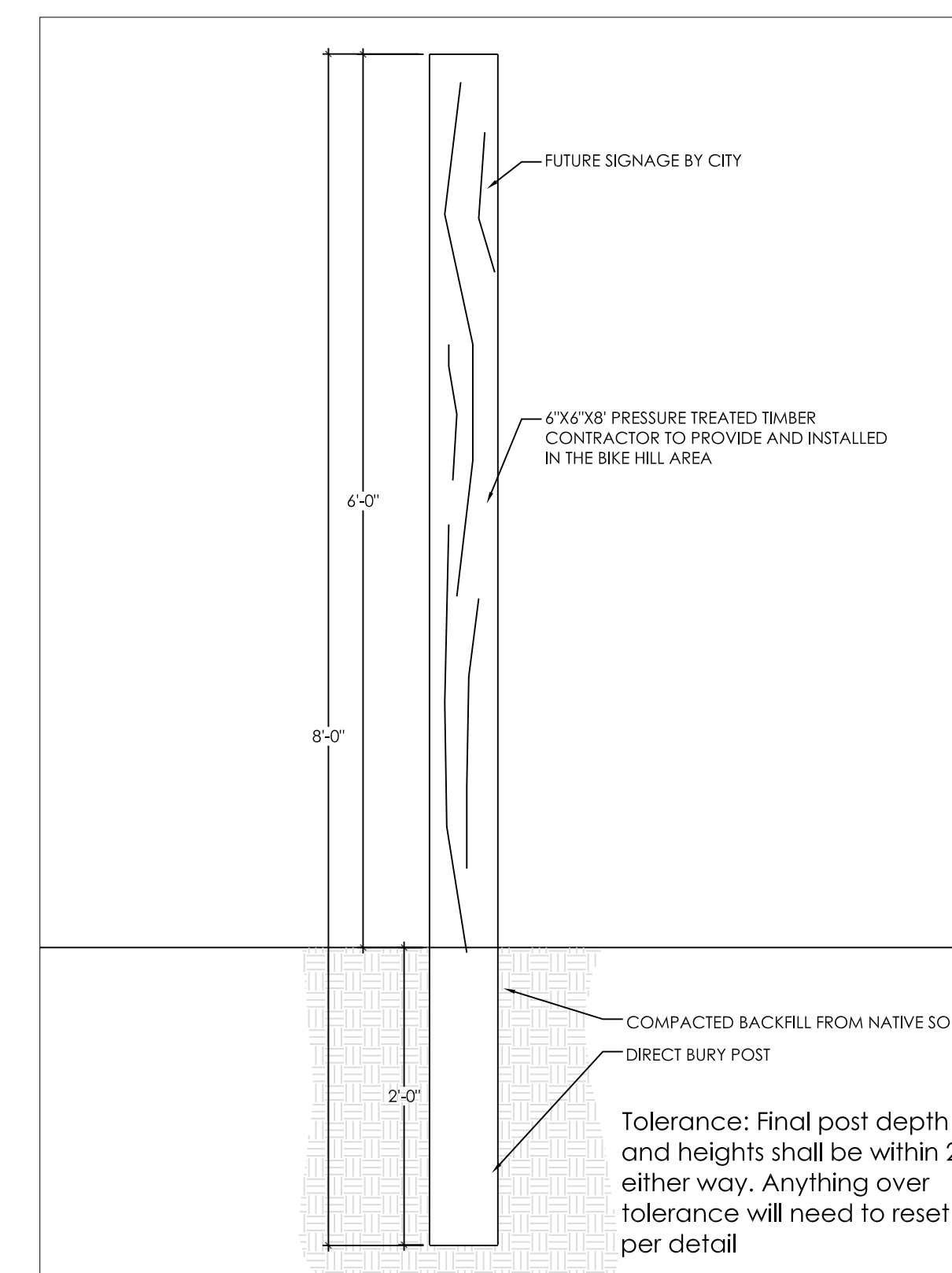
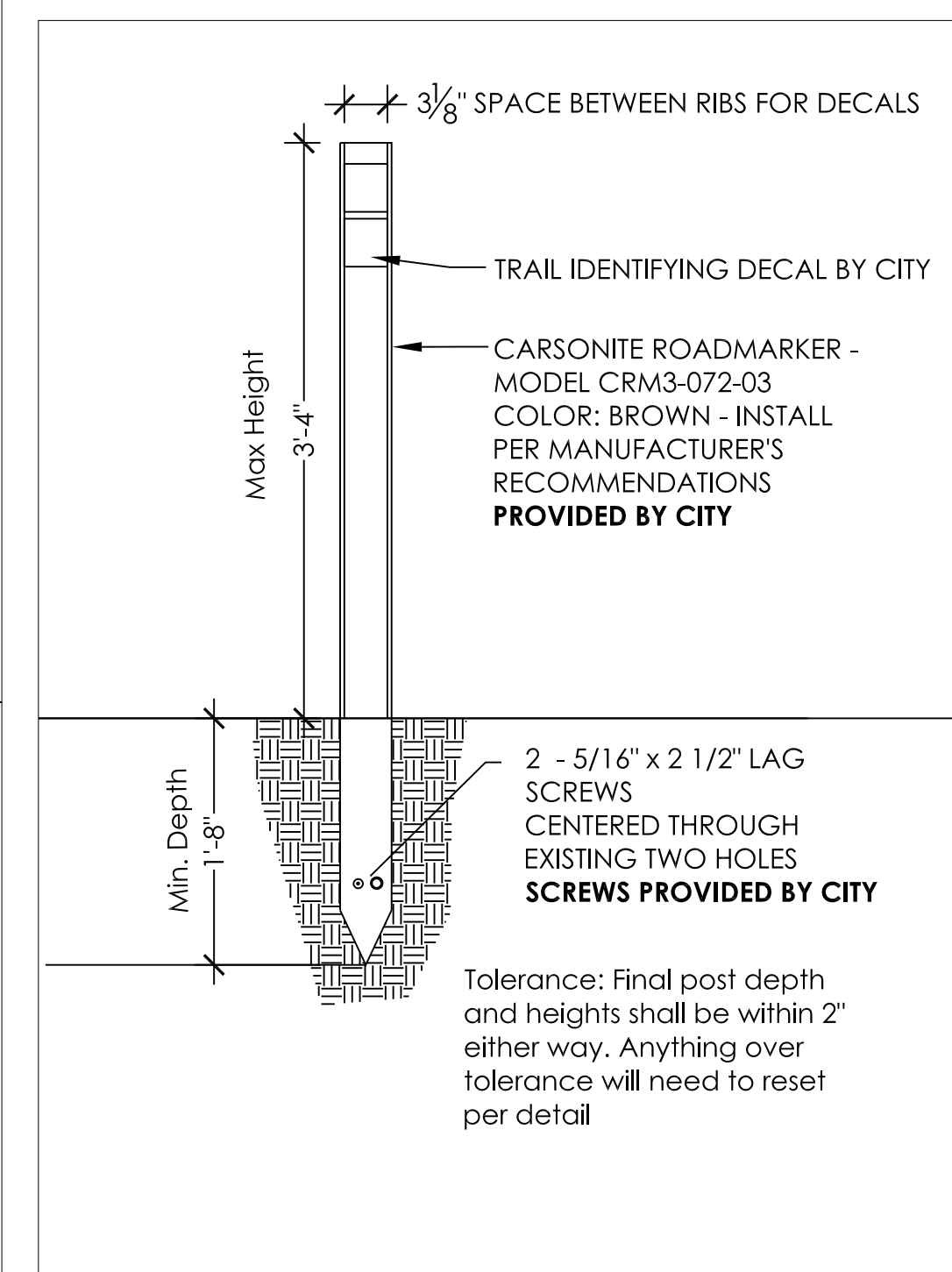
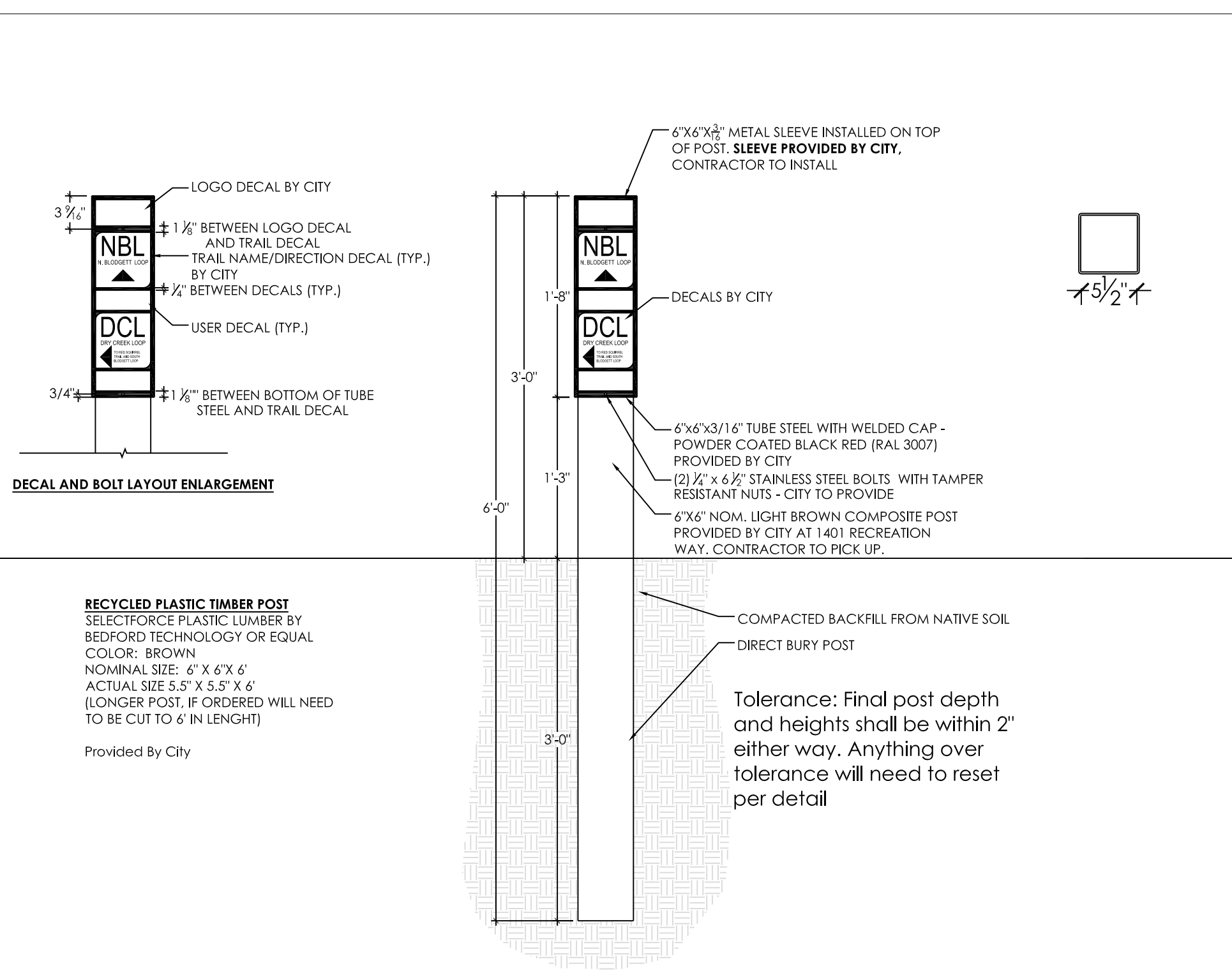
5.1 Trail Armoring in drainage crossing



6.1 Boulder wall

3.1 Culvert at Trail

4.1 10' Wide Regional Trail with Breeze (and Programing Area)



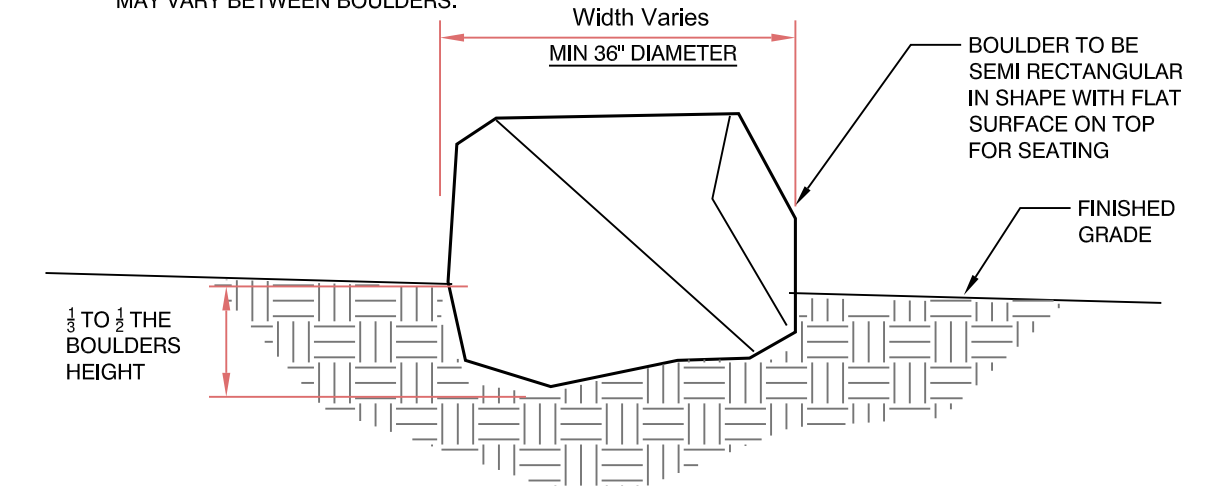
- Blodgett Open Space Trails Boulder and Rock products
1. City to provide 12-24" Boulders for imported rocks for boulders retaining walls
 2. City to provide 5-15" Rip Rap rock for use on culverts and rip rap dissipators
 3. City to provide rock for armoring of trail through ephemeral drainage's
 4. City to provide Stone Slabs for hiking steps.
 5. Rock will be staged in two to three locations for the contractor to access.

- Erosion Control Matting Product
1. 25C-PN8 70% Straw / 30% Coconut- (Severe slopes/Heavy Run-Off or approved equal
 2. Available from C and C Sand and Stone or by others if equal
 3. Bio-degradable stakes of wood spike clips

10.1 Rock notes - By City

11.1 Erosion Control Matting

- NOTES:
1. BOULDERS TO BE COTTONWOOD OR BROADMOOR BLUFFS BOULDERS
 2. LANDSCAPE ARCHITECT TO APPROVE TYPICAL BOULDERS AT SUPPLIERS PRIOR TO CONTRACTOR BRINGING THE MATERIAL TO THE SITE.
 3. BOULDER LOCATION SHALL BE STAKED BY CONTRACTOR FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO BRINGING THE MATERIAL TO THE SITE.
 4. BOULDERS NEED TO BE PROTECTED FROM SCRAPING AND FRACTURING DURING TRANSPORT.
 5. BURY BOULDERS SO THE TOP IS LEVEL. THE BURY DEPT MAY VARY BETWEEN BOULDERS.



7.1 Wayfinding Post - Composite Post with Metal Cap

8.1 Carsonite Post

9.1 Timber Post (6" x 6" x 8')

12.1 Boulder placement

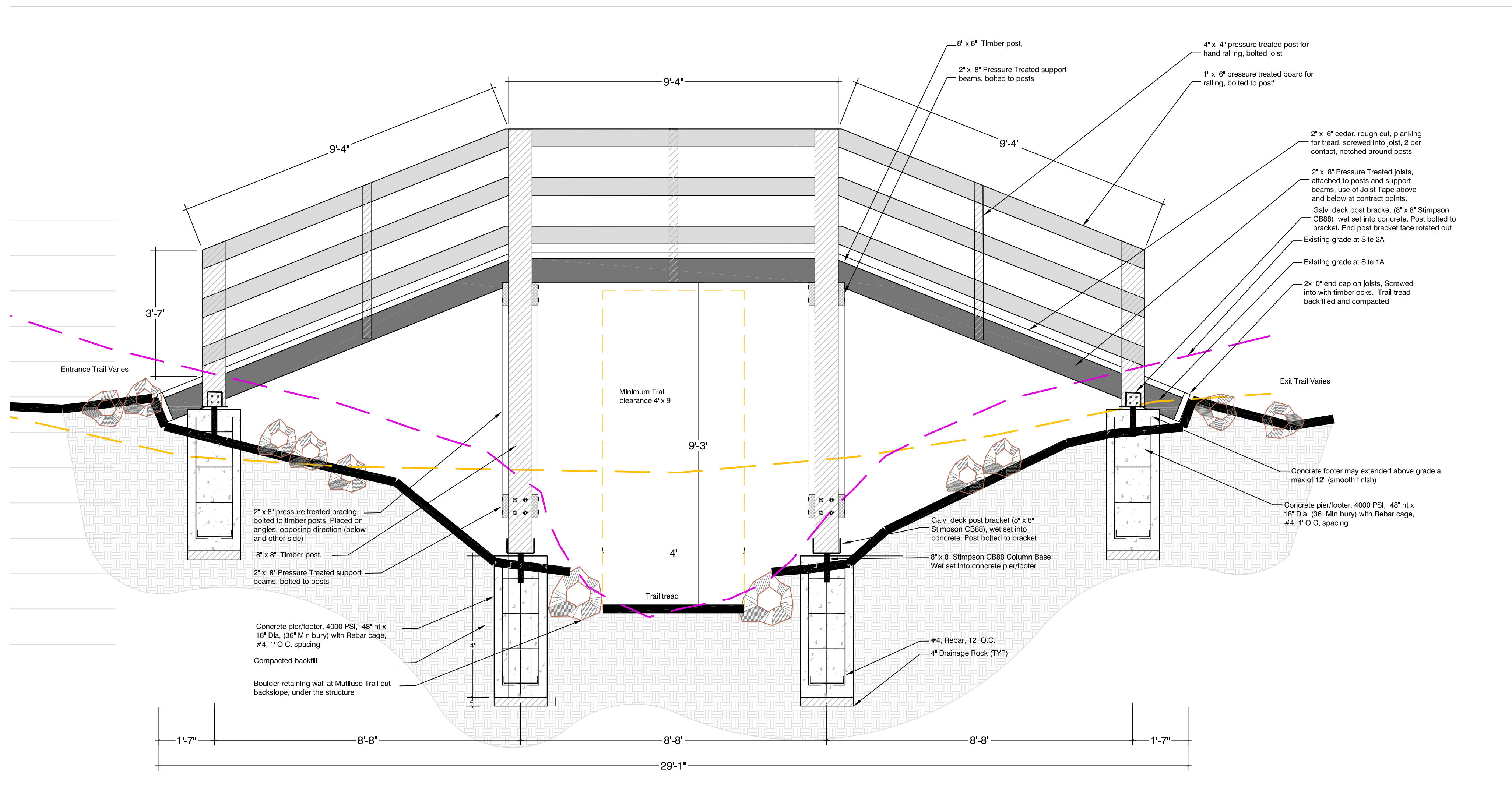
TITLE: BLODGETT OPEN SPACE MASTER PLAN TRAIL IMPLEMENTATION DETAILS

DESIGNED BY: D. DEITEMEYER
DRAWN BY: D. DEITEMEYER
DATE: JAN 2025
SCALE: As noted
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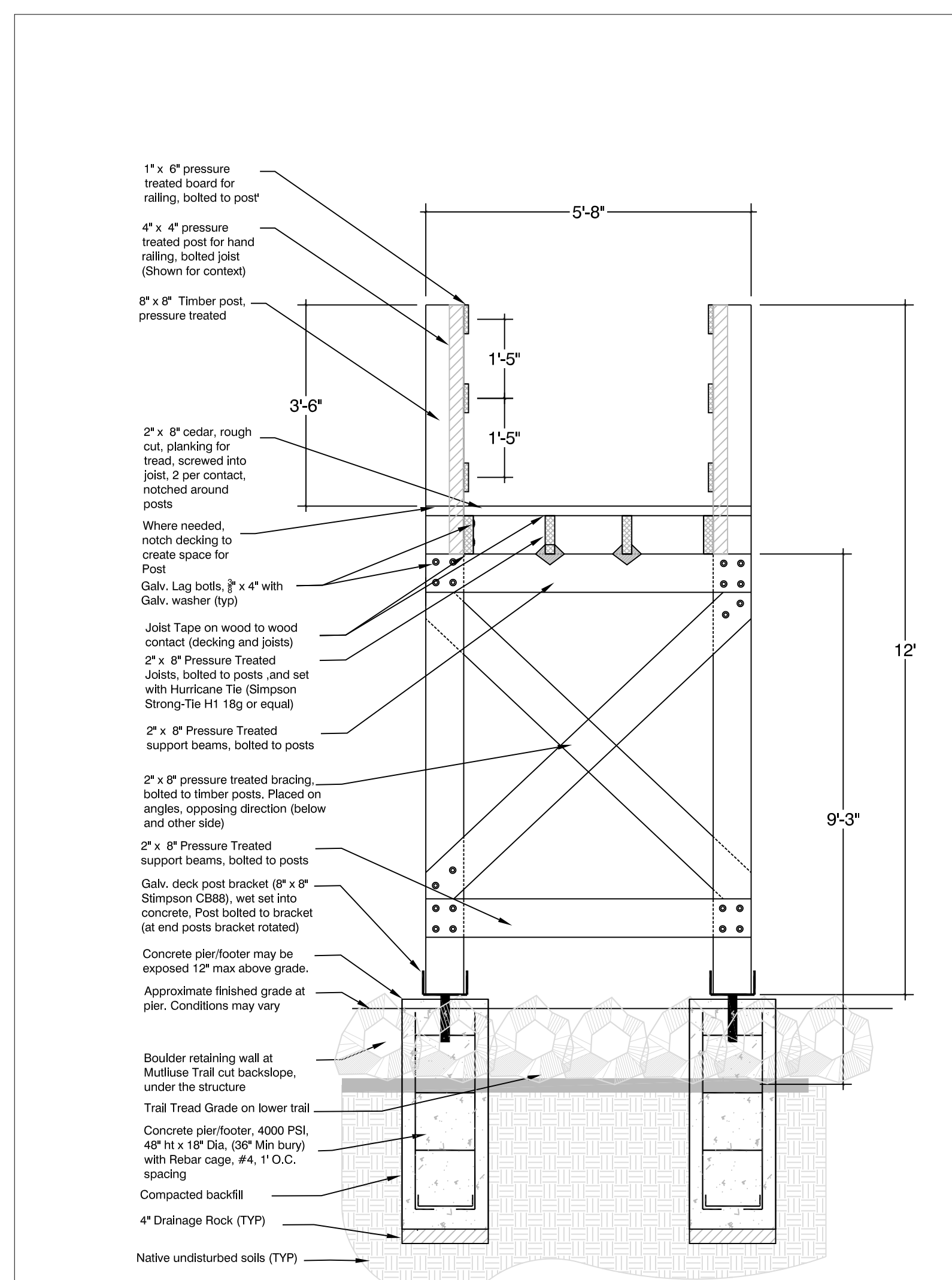


SHEET 11 OF 12 SHEETS
FILE NUMBER:

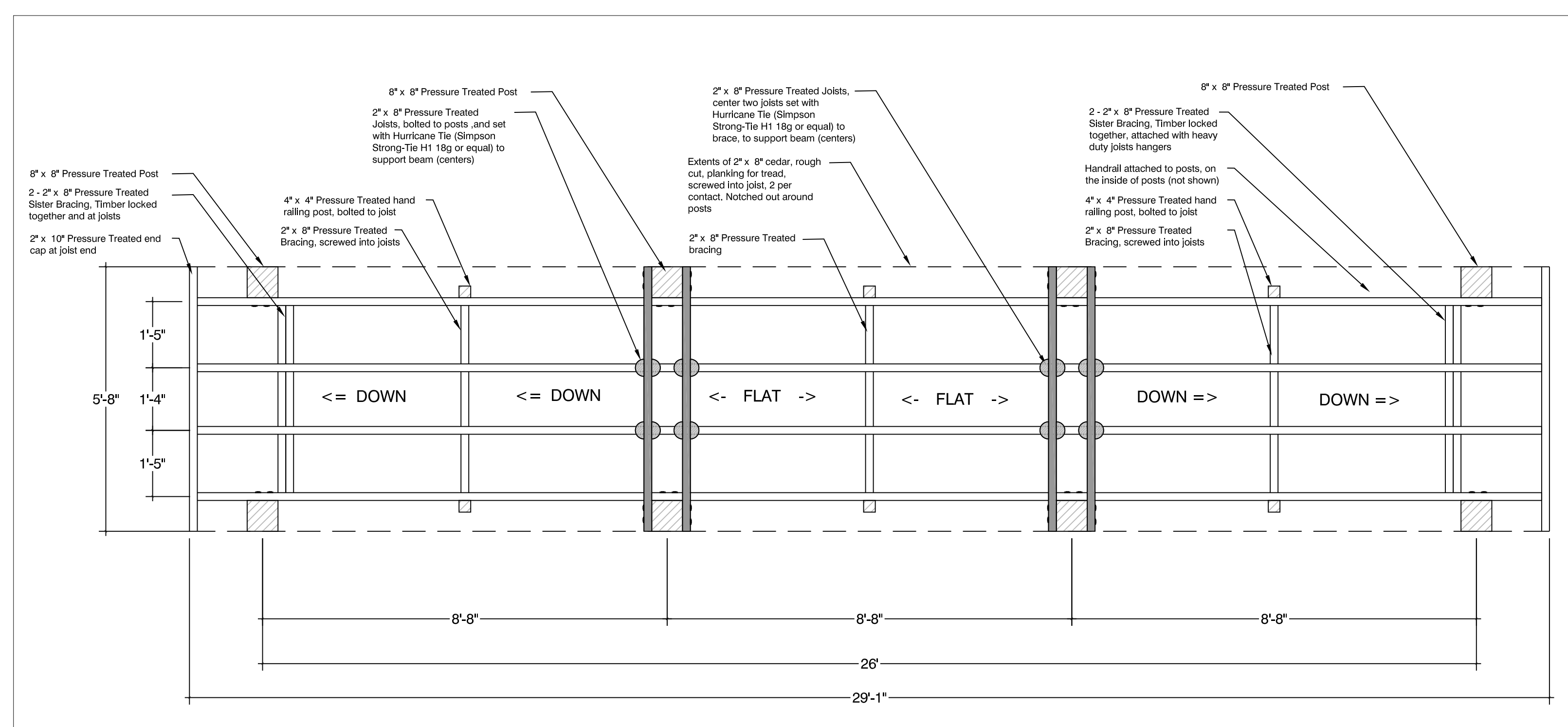
TITLE:



1.2 Grade Separated Crossing - Elevation View



2.2 Grade Separated Crossing - Section View



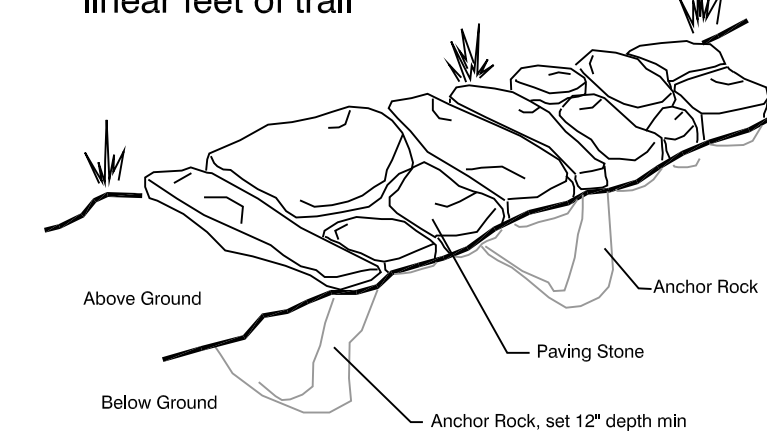
3.2 Framing Plan Detail



1. Contractor to be responsible for the installation of the Cattle Guard at the end of B10.
2. City to fabricate structure and provide soil nails. Will be placed in Staging Area 1 by City
3. Each side bolted to fence post with lag bolts and each corner anchored into ground with 18 inch "Soil Nail"
3. Approximately size 4' x 8' and 300 lbs. Installed in location with vehicle access

4.2 Example of Bike Trail "Cattle Guard" to be installed at B10 Exit (provided by city)

1. Large, Flat-faced stones to be placed on a mineral soil base, free of organic material
2. Each stones largest and smoothest face to be placed up and at grade to form tread
3. Armoring to follow trail tread longitudinal grades, with armoring remaining upsloped
4. Anchor rocks to be installed a minimum of every 10 linear feet of trail



5.2 Trail Armoring

The City of Colorado Springs, Parks, Recreation and Cultural Services Department (Parks Department) relies on the trail construction practices of International Mountain Bicycling Association (IMBA) and Volunteers for Outdoors Colorado (VOC) for trail standards. Please refer to *Trail Solutions: IMBA's Guide to Building Sweet Singletrack* and *Volunteers for Outdoor Colorado, Crew Leader Manual*, as references for trail design

6.2 Sustainable Trail Design Specifications

BLODGETT OPEN SPACE
MASTER PLAN TRAIL IMPLEMENTATION
DETAILS

TITLE:

SHEET 12

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FILE NUMBER:



SCHEDULE E – PROJECT SITE PHOTOS

Starts On Next Page



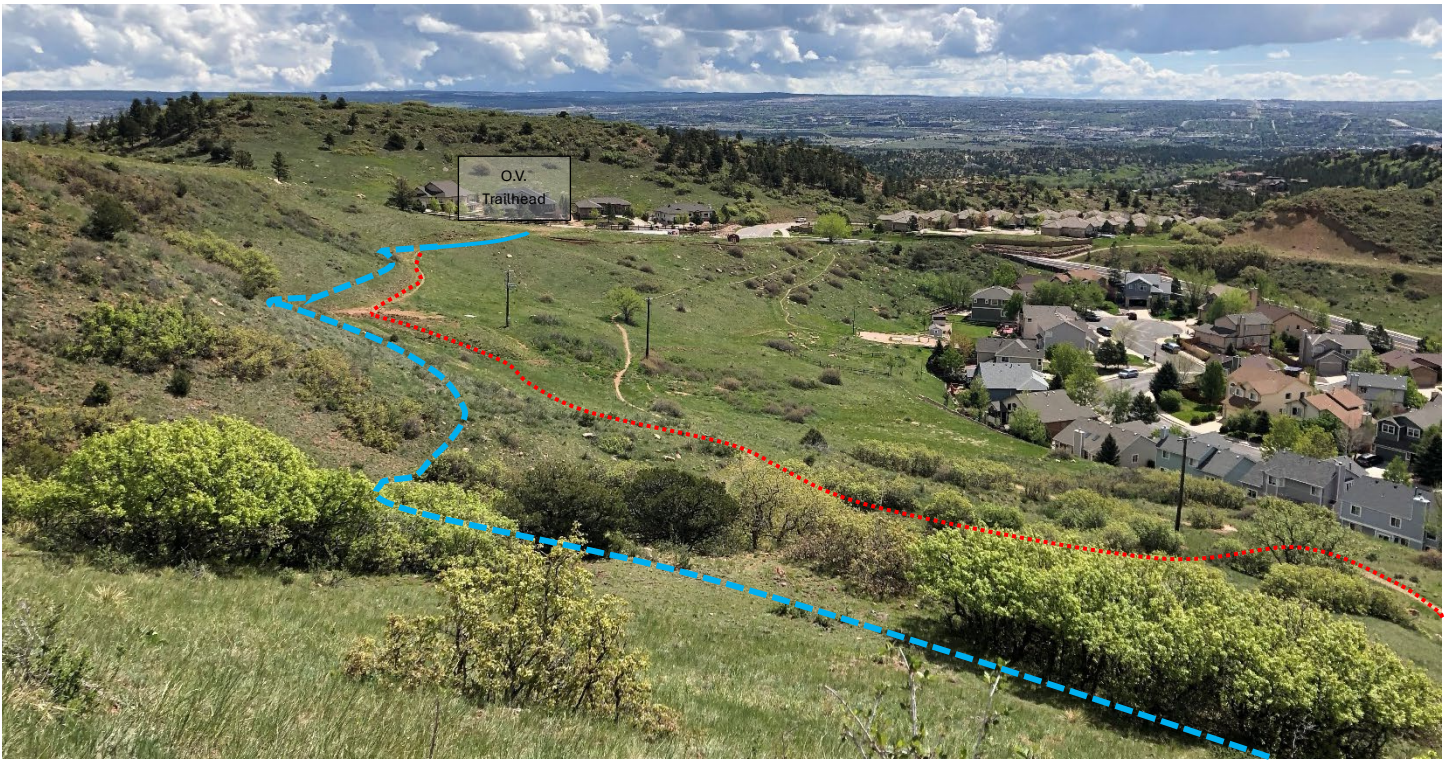
Blodgett Open Space Trail System Improvements

EXISTING CONDITIONS PHOTO BOOKLET

RFP SUPPLEMENTALN

Note: Not all trails are shown in images.
Colors are coordinated to match the plan set)

Open Space Trails – Segments AS and AN



Segment AS22 looking east to Orchard Valley Trailhead



Segment AN8,10,11 and Chamberlain Trail Maintenance CM17. Programing Area in Star



Segment AN1 leading into the northern section and AS16,AS17, AS18 shown (not all other trails shown).



Segments AS13, AS15, AS16, with views of Chamberlain CM6 and CM7 and "road" closures. View west

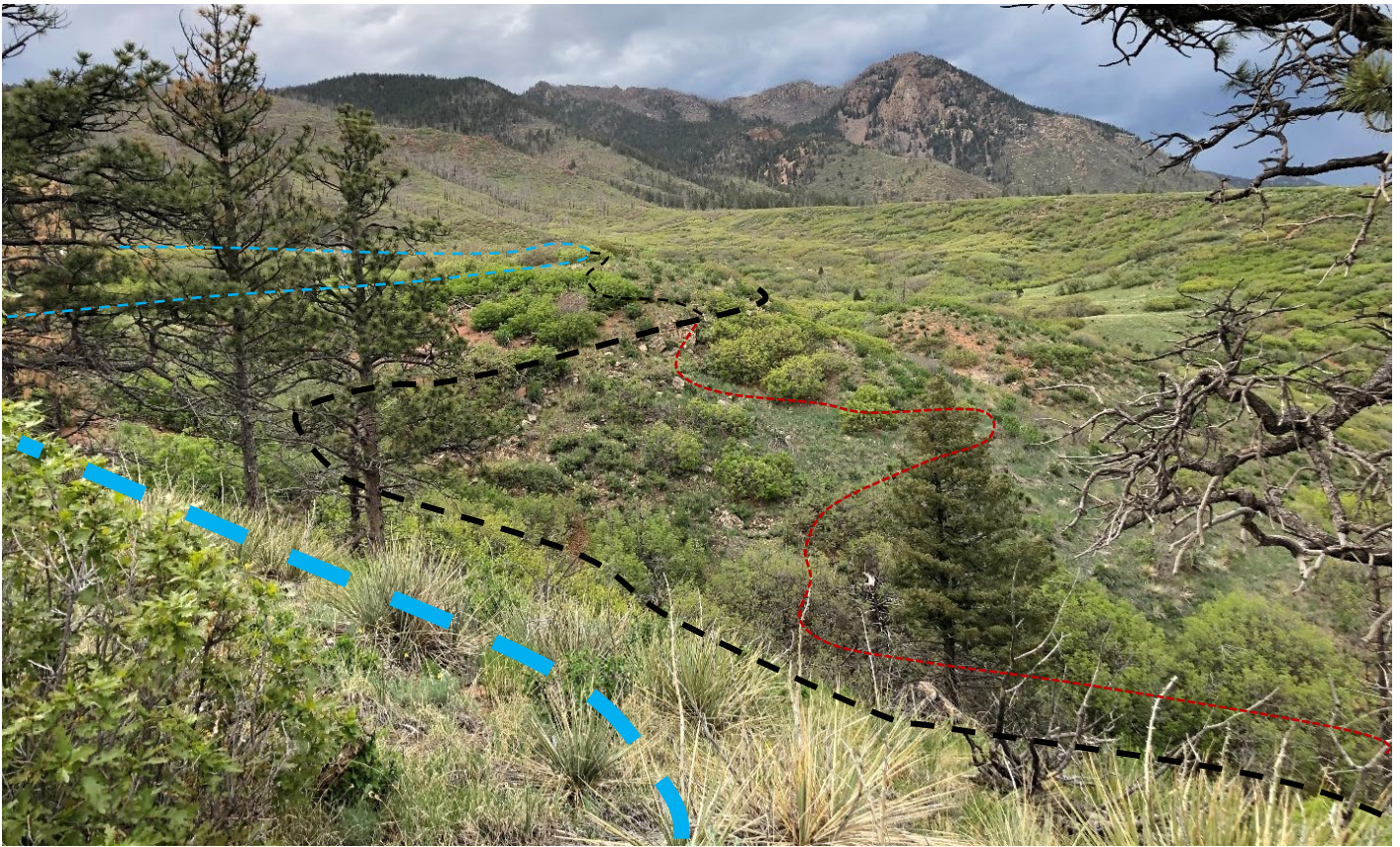


AN10 creek crossing with new culvert



AN7 With remove and relocation of 36" culvert. Hiking only trail E9 on the right of image

Bike Hill Trails – Segment B



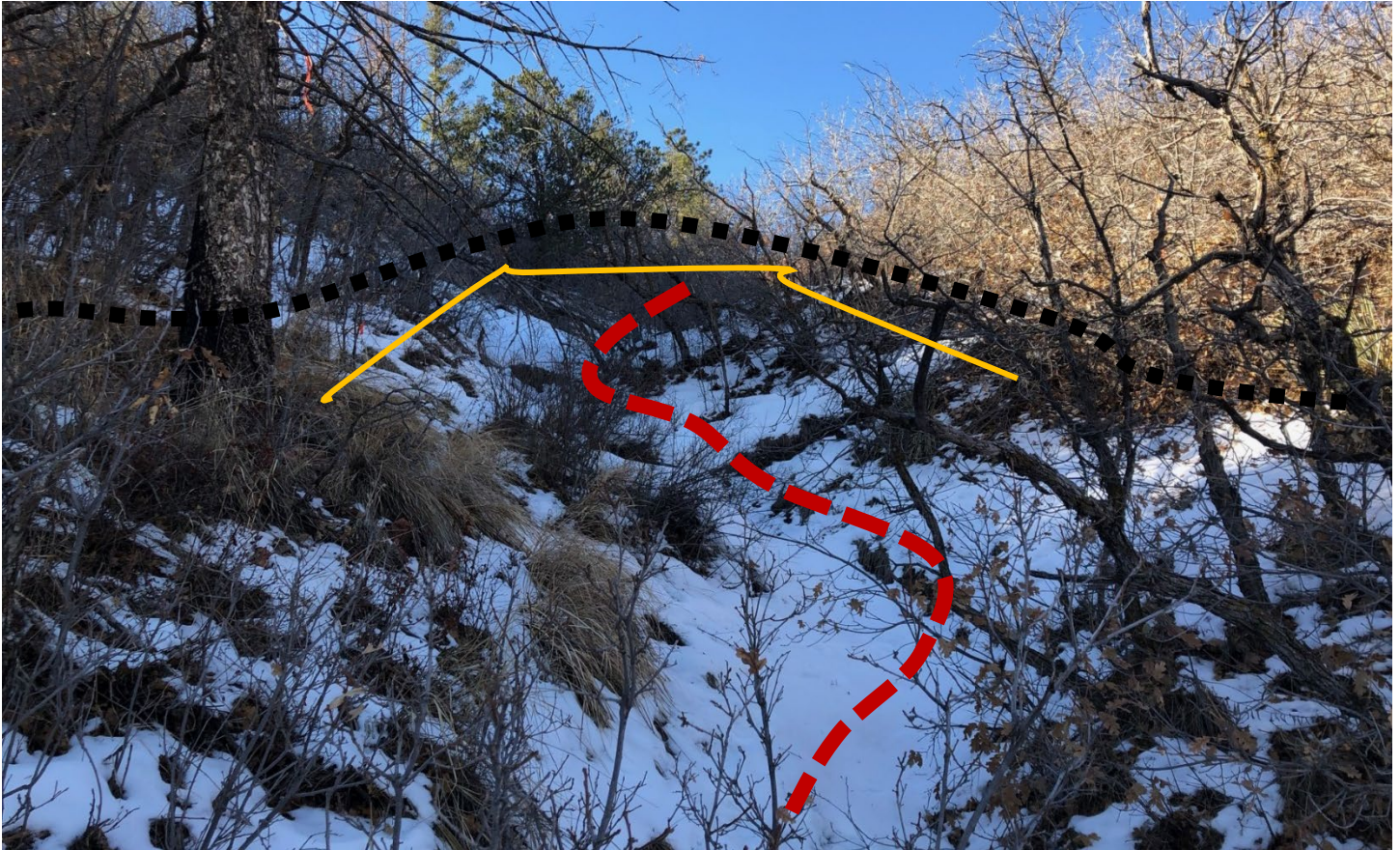
Segment B1. The intersection of B3/B4/B5 (Red) in the middle of the image



Bike Hill area with Climbing Trail, Blue Flow Trail, Trail Hub



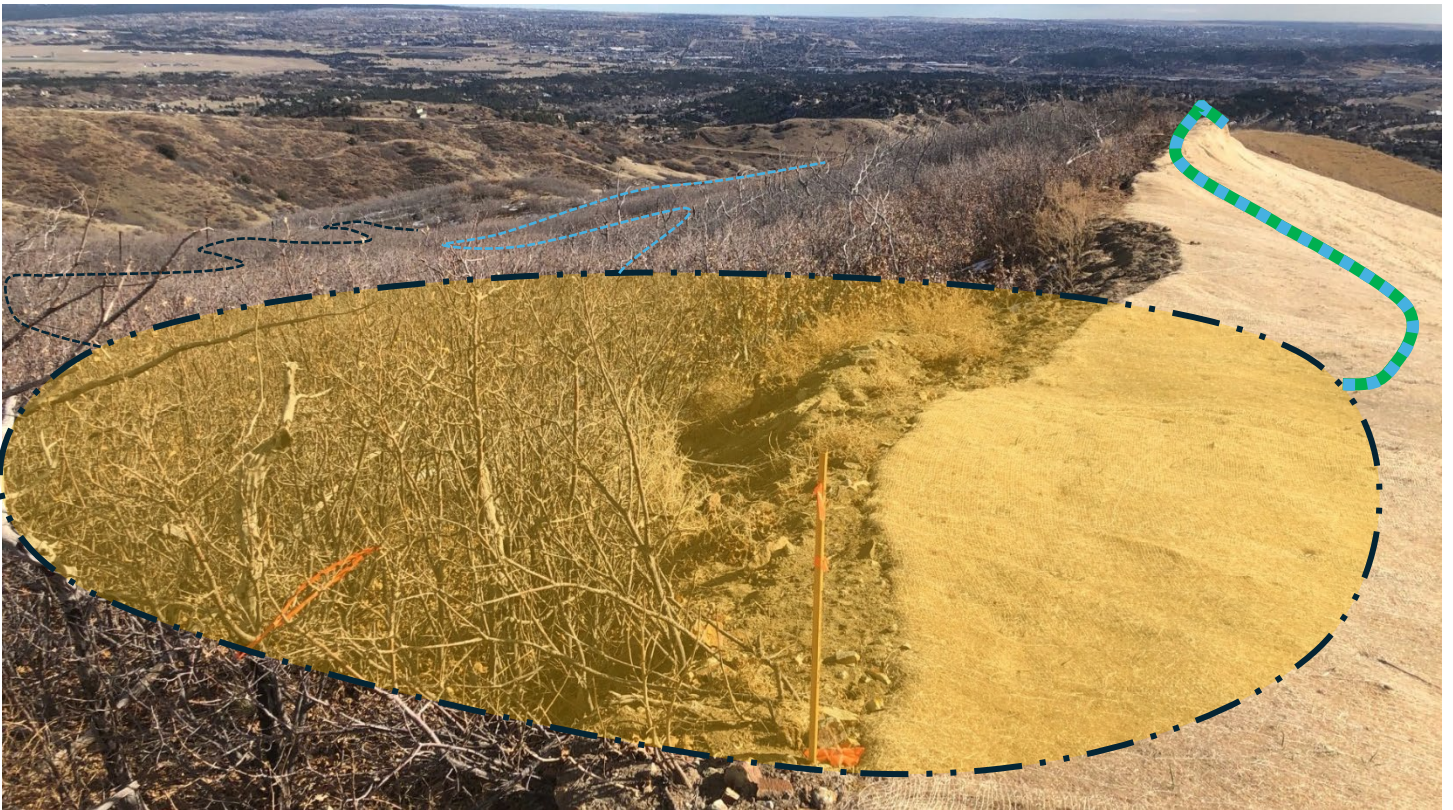
B1 and B9 – Grade Separate crossing 1A location



B4 (over) and B5 (under) and grade separated crossing 2A location.



Intersection of B3 (end), B4 (Start), B5 (Start)



Bike Hil Trail Hub, Top of B1, Start of B2, and B3 (Post and flagging represent property boundary).



Looking downhill from start of B5. Chamberlain Trail CM4 in the middle ground.

Chamberlain Trail Corridor – Segments C



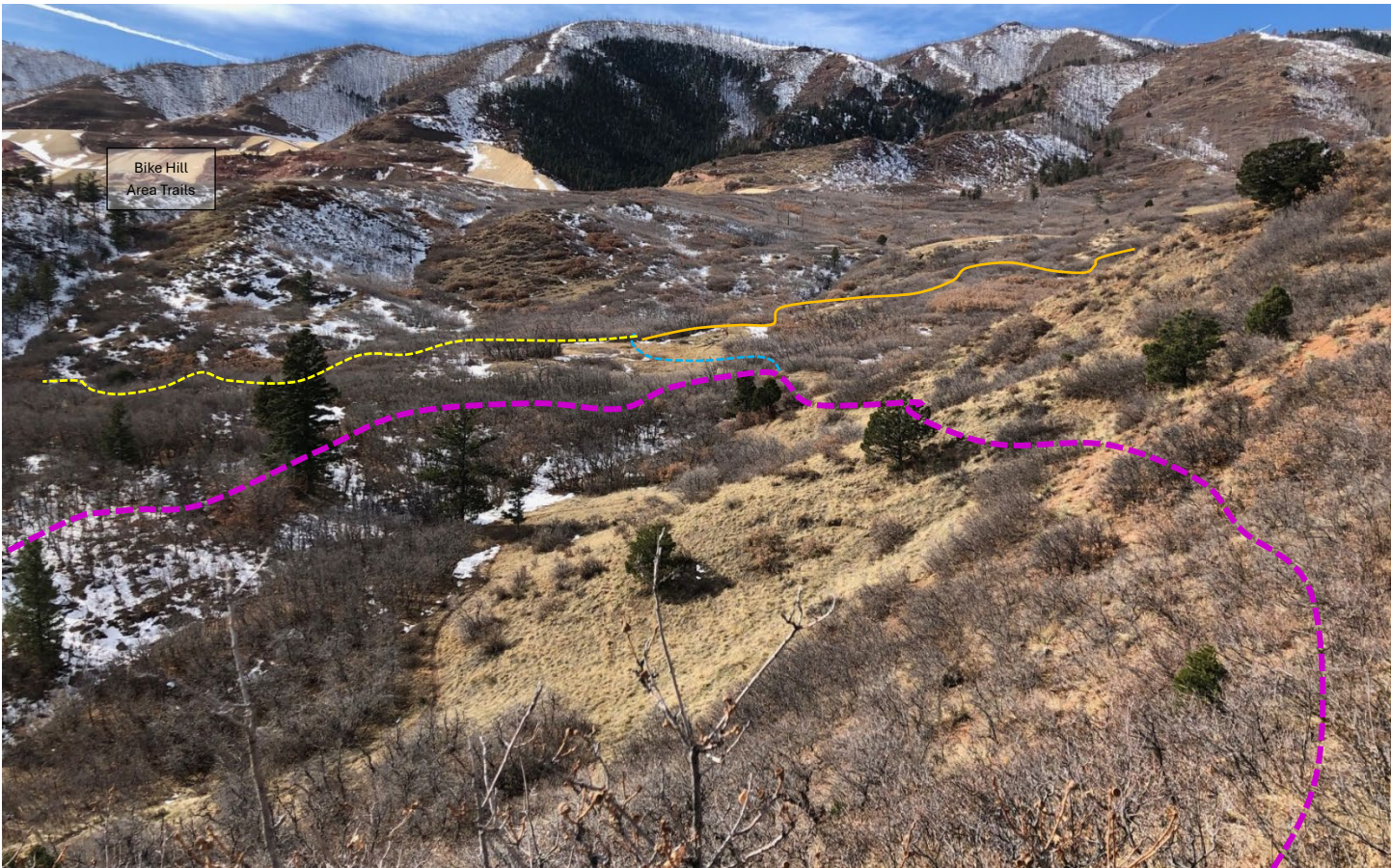
Segment CM9 – Trail Maintenance



CM 2 and CM3 at the South Trailhead and D2 N. Douglas Creek Trail. Not all trails shown

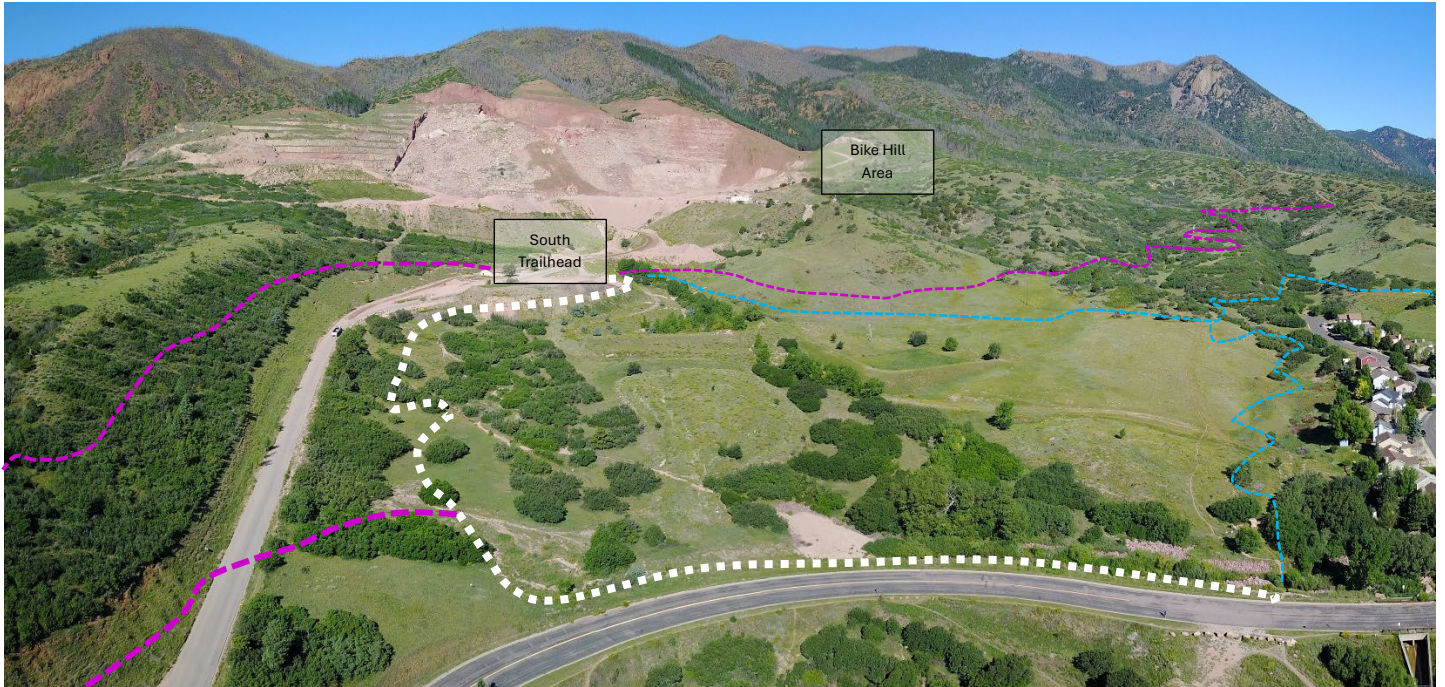


CM4 below the bike hill



CM5 below the bike hill from intersection AS12/CM5/CM6. Looking west towards USFS "Fenceline"

N. Douglas Creek Trail – Segments D



Segment D1 and D2 along Allegheny Dr. CM1-5 with some other Open Space trails visible



Segment D2 from intersection of D1/D2/CM1

Hiking Only Trails – Segments E

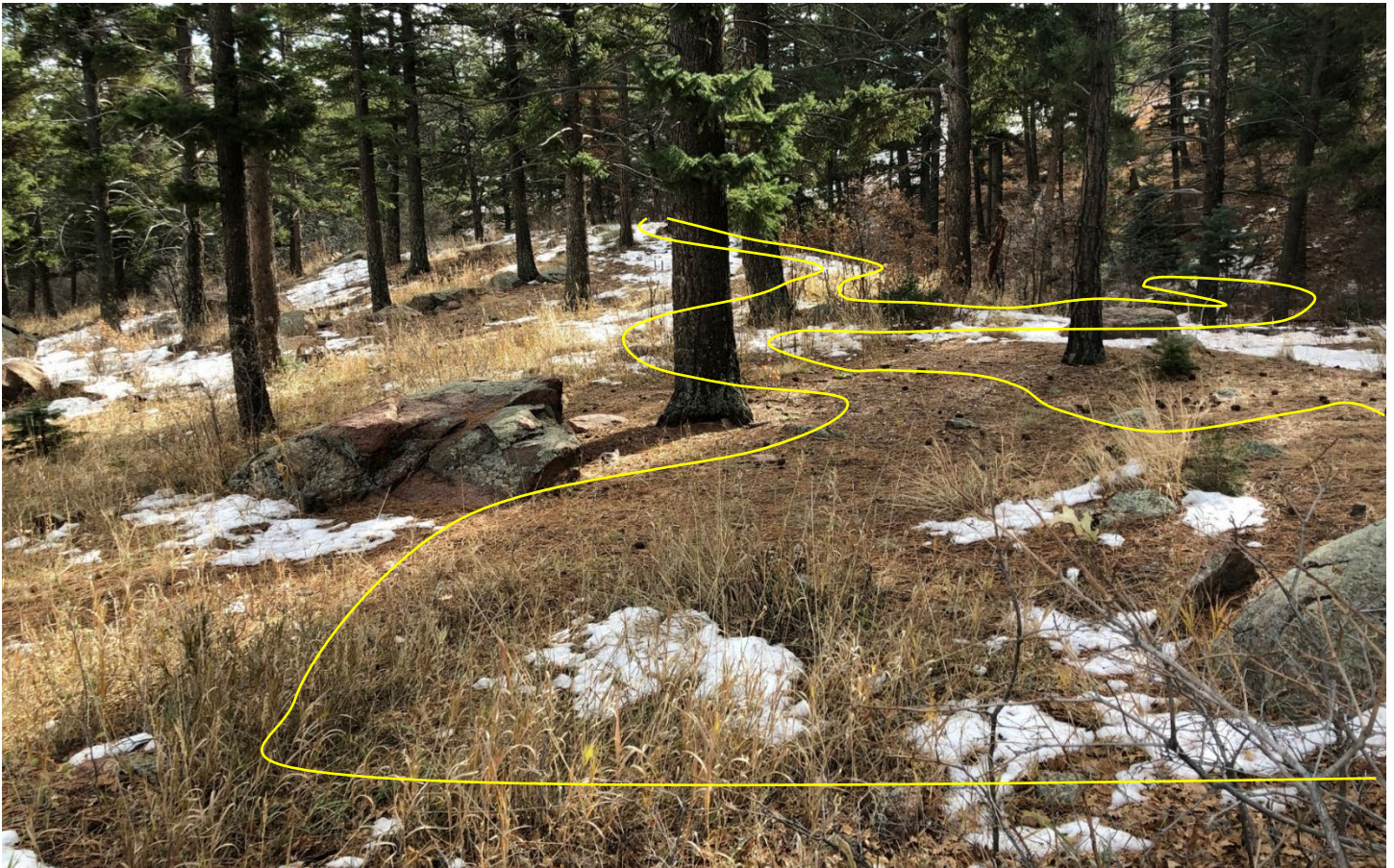


Segment E2 – Trail Maintenance section on Hiking Only Trail

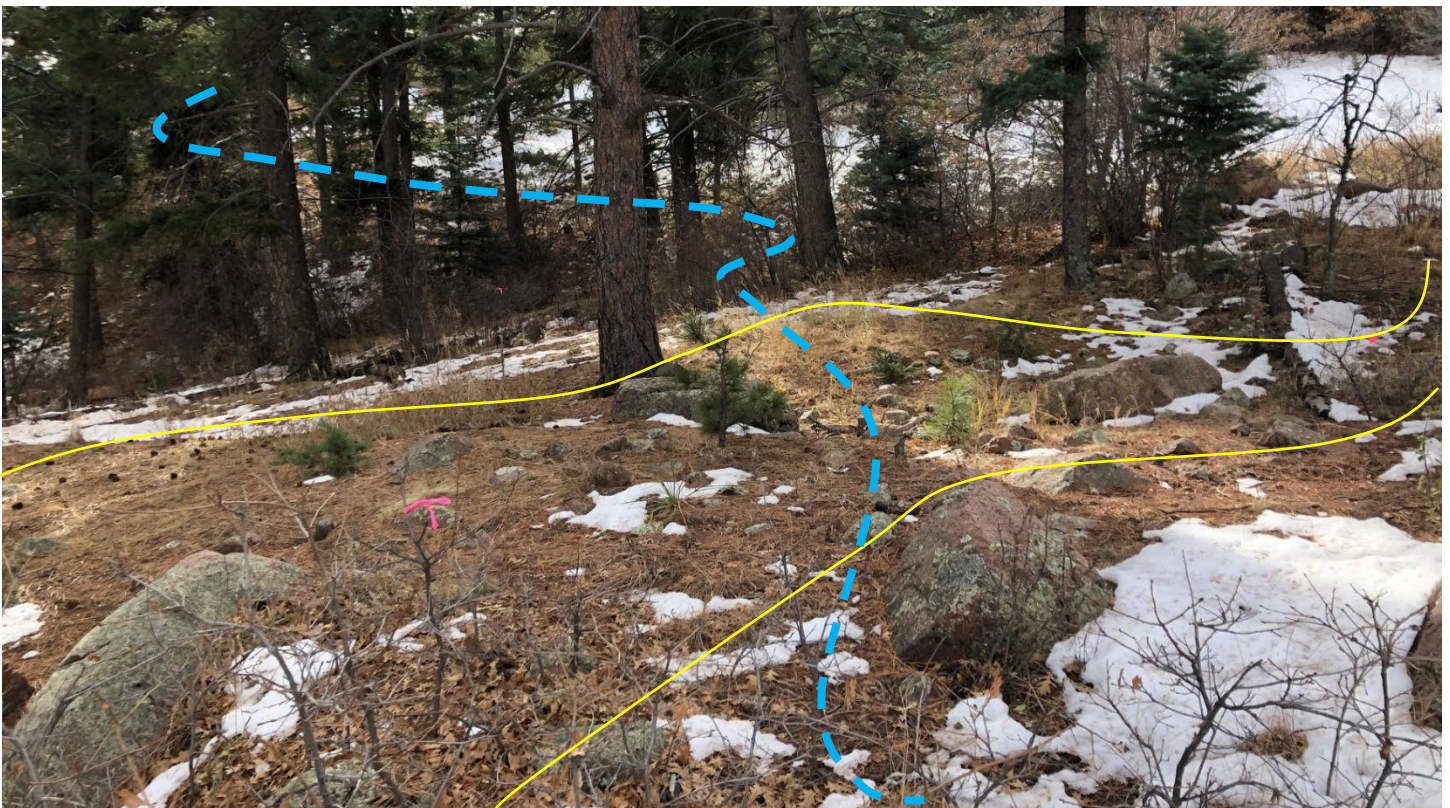


Multiple Segments of Hiking Only and Open Space Trails in the northern open space (looking west)

Program Area – Near CSU Watertank



From Plaza area looking east towards overlook.



From intersection of E9/AN8/AN10 looking at Plaza area south. Note usable boulders for walls

Closures



Existing trail to be closed (TYP) – Location just west of CM10



Existing Social Trail “Fenceline” to be closed



Standard trail closures – slightly narrower “Ridgeline” social trails. Near AS12/AS10 intersection



Standard Trail Closure of the slightly wider section of “ridgeline” trail west of CM5/CM6 intersection



Standard trail closures in open space. "fenceline" trail east of CM5



“Road” Closure looking Northeast from intersection CM7/CM8



“Road” Closure looking Northwest just west of new trail intersection AS13/AS14/AS15, AS16



Staging Area 3 – “Road” Closure of the Cul-de-sac at the end of the maintenance access road. (west of CM7 and CM8 intersection)