PUBLIC IMPROVEMENT INVITATION FOR BID

26-009 (DT2401)

CONSTRUCTION OF SUN MOUNTAIN BOULEVARD

City of Pueblo

230 S. Mechanic St.

Pueblo, CO 81003

RELEASE DATE: September 22, 2026

DEADLINE FOR QUESTIONS: October 9, 2026, 4:00 pm

RESPONSE DEADLINE: October 21, 2026, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/pueblo

City of Pueblo

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Construction of Sun Mountain Boulevard

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Attachments:

A - Sample Contract Documents

B - Licensing and Sales Tax Information

C - FHWA-1273 - Revised June 25, 2026

D - General Decision Number CO20260008 05-18-2026

E - Sun Mountain Boulevard - Advertisement Plans

F - Sun Mountain Boulevard - Mitigation Tracking Spreadsheet

G - FHWA Construction Oversight Checklist - IFB

H - Sun Mountain Boulevard - Standard Special Provisions

1. ADVERTISEMENT FOR BIDS

(AS PUBLISHED)

The City of Pueblo is soliciting bids for the following project.

Project No.: 26-009 (DT2401)

Project Name: Construction of Sun Mountain Boulevard

In general, this project will consist of constructing a new 0.75-mile, two-lane roadway connecting 31st Street to the north and 24th Street to the south, as detailed in the plans and specifications for this project.

This project is to be financed in whole or part through a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant awarded to the City of Pueblo by the U.S. Department of Transportation Federal Highway Administration (FHWA). Bidders must comply with all applicable federal and state standards and orders, including the Davis Bacon Act. It is the Bidder's responsibility to determine and/or confirm the applicable and most current prevailing wages pursuant to the Davis-Bacon Act.

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

Complete solicitation information can be obtained on the City of Pueblo Purchasing Department website at www.pueblo.us/purchasing or the OpenGov portal at https://procurement.opengov.com/portal/pueblo.

Published: Tuesday, September 22, 2026 in The Pueblo Chieftain Newspaper

2. INTRODUCTION

2.1. Summary

The Sun Mountain Boulevard project involves constructing a new 0.75-mile, two-lane roadway connecting 31st Street to the north and 24th Street to the south. This new roadway will feature stop-controlled intersections at 31st Street and the future 27th Street, crossing Wildhorse Creek Drainageway. Additional improvements include Americans with Disabilities Act (ADA) compliant curb ramps, curb and gutter, a new storm sewer system, a bioswale, new water mains, sanitary sewer lines and signing and striping. The crossing at Wildhorse Creek Drainageway will also require a double box culvert, headwalls, wingwalls and channel grading.

2.2. Background

The City of Pueblo has initiated the West Side Improvements Project to enhance community connectivity, mobility, and economic vitality. This comprehensive effort includes the construction of Sun Mountain Boulevard and the implementation of three Bus Stop Packages encompassing 67 bus stop locations throughout the west side of the city. The project is funded through a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant awarded to the City of Pueblo by the U.S. Department of Transportation Federal Highway Administration (FHWA).

2.3. Contact Information

Deborah Rivera
Purchasing Contract Administrator
Email: purchasing@pueblo.us
Phone: (719) 553-2350

Department:
Public Works

2.4. Timeline

Advertisement/Release Project Date	September 22, 2026

Pre-Bid Meeting (Non-Mandatory)	September 29, 2026, 10:00am In Person: Department of Public Works Conference Room 211 E. D Street Pueblo, CO, 81003 Microsoft Teams: Join: https://teams.microsoft.com/meet/254220896924341?p=Tvg2MTn2fZ84g8ewOR Meeting ID: 254 220 896 924 341 Passcode: m4KC9cy9
Question Submission Deadline	October 9, 2026, 4:00pm
Bid Opening	October 21, 2026, 10:00am

3. SPECIAL PROVISIONS

3.1. GENERAL INSTRUCTIONS

All specifications included in the Special Provisions shall have precedence over and will govern in the event of a conflict with other sections contained in this document.

Bidders are responsible for obtaining, reading, and carefully examining the entire Contract Documents package, including any Addenda, prior to submitting a bid. Failure to do so will not relieve a Bidder from any obligation or responsibility to understand and comply with all requirements and conditions for this project.

Bidders shall inform themselves of the conditions of the project site and the requirements of the project's scope of work before submitting their bid. No allowances shall be made by reason of any matter or thing concerning which they might not have been fully informed prior to the bidding. No Bidder will be heard after the opening of bids to assert that there was any misunderstanding as to the nature of the operation expected in this solicitation. If a pre-bid meeting is held, Bidders should make every effort to attend. **If the pre-bid meeting is mandatory and the Bidders cannot attend, it is imperative that someone else attend as a representative of the company, otherwise, their bid will not be accepted at the time of bid opening.**

Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options. It is the Bidder's sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidder's failure to follow this requirement.

Each bid must be accompanied by a certified check, cashier's check, money order or bid bond in the amount of five (5) percent of the grand total bid, plus all alternates if applicable, payable to the City of Pueblo as a guarantee that if the bid is accepted, the bidder will execute and file the proposed contract and bonds within ten (10) days from the date of the Notice of Award.

The City is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov by signing up at OpenGov Procurement. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

Bidders must follow the submittal procedures outlined in the bid documents. The City reserves the right to reject any or all bids for any or all items covered in the Invitation for Bid, to waive informalities or defects in bids, or to accept such bids as deemed acceptable by the Purchasing Agent.

3.2. PROJECT FUNDING

This project is to be financed in whole by a RAISE Grant awarded to the City of Pueblo by the U.S. Department of Transportation Federal Highway Administration (FHWA).

Contractor must comply with all applicable Federal and State laws, regulations, executive orders, policies, guidelines, and requirements as they relate to this project. The applicable provisions include, but are not limited to, the requirements detailed in Section 6, SPECIAL FUNDING REQUIREMENTS.

3.3. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF GRANTEE, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No members, officers, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

Grantee's officers, employees, and agents shall never solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors, and, additionally, shall be governed in their actions by the standards of conduct described in Title VI of the 1971 Code of Ordinances of the City of Pueblo.

3.4. REQUIRED WORK BY GENERAL CONTRACTOR

The General or Prime Contractor shall be responsible for performing work, with its own organization, greater than or equal to thirty percent (30%) of the total original contract price. These requirements are detailed in form FHWA-1273, Section V. - Subletting or Assigning the Contract. Form FHWA-1273 is included as **Attachment C**.

3.5. RESPONSIBILITY AND CAPACITY TO PERFORM CONCURRENT WORK

In determining responsibility, the City may review each Bidder's capacity to perform multiple City projects concurrently, including staffing, equipment, bonding, financial resources, current workload, and performance history. Bidder's failure to adequately demonstrate such capacity shall be grounds for determining bidder not responsible.

3.6. NO DELAY OF START DATES

Timely completion of the Sun Mountain Boulevard and related West Side Improvements-Bus Stops projects is critical. The City will **not** defer Notice to Proceed or start dates to allow a contractor to finish earlier awarded City projects.

By submitting a bid, the Bidder represents that it is a responsible firm with adequate workforce, supervision, equipment, supply chain, bonding, and financial capacity to perform and complete multiple City projects concurrently if awarded.

3.7. VIOLATIONS OF CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS

The Contractor agrees to report any violation to the City of Pueblo and understands and agrees that the City of Pueblo will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

3.8. ON THE JOB TRAINING CONTRACT GOAL

The Department has determined that On the Job Training (OJT) shall be provided to trainees with the goal of developing full journey workers in the types of trade or classification involved. The contract goal for OJT Trainees working in an approved training plan in this Contract has been established as follows:

Minimum number of total On the Job Training required: 1000 hours.

On the Job Training requirements are detailed in Attachment H.

3.9. SYSTEM FOR AWARD MANAGEMENT (SAM.gov) REGISTRATION

Contractors must be registered on SAM.gov to be considered for award and must submit proof of an active registration with no active exclusions with their bid.

Note: This is a free registration. Please visit Sam.gov to register or for more information.

3.10. STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS

The 2026 Standard Construction Specifications and Standard Details for City of Pueblo, Colorado, adopted January 12, 2026, and as most recently amended shall control the construction and quality of materials for this project except where specifically modified by the Special Provisions. Unless specifically modified by the Special Provisions, the Standard Construction Specifications and Standard Details shall control with respect to any inconsistencies with the Plans. The 2026 Standard Construction Specifications and Standard Details are not included in this bid package but are available on the City of Pueblo's website at 2026 Standard Construction Specifications and Standard Details.

The Standard Special Provision (SSP) (Attachment H) modifies CDOT's Standard Specifications for Road and Bridge Construction. The CDOT Construction Engineering Services Branch has reviewed, approved, and issued it. Use as written without change.

The ***Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction 2025, Version 1*** shall supplement the City of Pueblo's Construction Specifications and Standard Details where supervision is not available or as otherwise required herein (see CONTROL OF WORK). CDOT's Standard Specifications (2025 Version 1) are not included in this bid package, but are available at CDOT Standard Specifications for Road and Bridge Construction (2025 Version 1).

By submitting a bid, the Contractor acknowledges possession of a copy of said documents.

3.11. SPECIFICATION LANGUAGE

Specifications may be written in abbreviated style with incomplete sentences. Omission of words such as "The General Contractor shall", "Conforming to", "shall be", etc., are intentional; omitted words shall be supplied by inference. Where words "approved", "satisfactory", "directed", "submitted", etc., are used it shall be assumed that the words "Project Manager" follows, such as "approved by the Project Manager".

3.12. CONTROL OF WORK

These specifications, the supplemental specifications, the plans, special provisions, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

In case of discrepancies, the order of precedence is as follows:

A. Special Provisions
    1. Special Provisions
    2. General Provisions
B. Plans
    1. Detailed Plans
    2. City of Pueblo Standard Details
    3. Colorado Department of Transportation Standard Details
C. Standard Specifications
    1. City of Pueblo
    2. Colorado Department of Transportation

Notwithstanding the foregoing nor anything which may be construed to the contrary under this Contract, Contractor shall be obligated to timely complete and file at least the following CDOT Forms, certifications and checklists same as if this was a state funded project or as otherwise consistent with the terms of this Contract:

A. Form 0046 - Concrete Truck Mixer Inspection Certification
B. Form 0118 - Contractor Wage Compliance Statement
C. Form 0200 - OJT Training Questionnaire (used by City for inspection and observation)
D. Form 0205 - Sublet Permit Application - required for prime contractor and all subcontractors
E. Form 0280 - Equal Employment Opportunity and Labor Compliance Verification (English and Spanish) (used by City for inspection and observation)
F. Form 0605 - Contractors Performance Capability Statement
G. Form 0606 - Anti Collusion Affidavit
H. City Form - Assignment of Antitrust Claims (CDOT Form 621 modified for use by City)
I. Form 0832 - OJT Training Status and Evaluation
J. Form 0838 - OJT Training/Apprentice Record

K. Form 1336 - Waiver Request for OJT training Hours

L. Form 1337 - Contractor Commitment to Meet OJT Requirements

M. Form 1391 - Annual EEO Report

N. Form 1418 - Monthly Payment Summary

O. Form 1425 - Supplier Application Approval Request

P. Form 1600 - Buy America Summary Report for Steel/Iron Products

Q. Contractor Fringe Benefit Declaration Worksheet

R. Contractor Fringe Benefit Statement (CFBS)

S. Jobsite Bulletin Board Checklist (Used by City for inspection and observation)

T. Owner-Operator Affidavit

U. Trucker Observation and Verification (used by City for inspection and observation)

Additional forms may be required to verify compliance with the standards and provisions required herein. The City shall provide copies of any such forms when modified; otherwise, standard CDOT Forms, certifications and checklist with appropriate project designation may be used and is not a responsible party with respect to the RAISE Grant awarded to the City of Pueblo by the U.S. Department of Transportation Federal Highway Administration (FHWA).

See Attachment G for list of required documentation.

The Contractor shall not take advantage of any apparent error or omission in the Contract. If the contractor discovers an error or omission, the Engineer shall immediately be notified. The Engineer will make corrections and interpretations as necessary to fulfill the intent of the Contract.

The Colorado Department of Transportation will not participate in the resolution process for claims filed by the Contractor and is not a mandatory responsible party with respect to the RAISE Grant awarded to the City of Pueblo by the U.S. Department of Transportation Federal Highway Administration (FHWA).

3.13. DEFINITION OF ENGINEER

The term “Engineer” as used in Sections GENERAL PROVISIONS Authority of Engineer (a) and (b), of GENERAL PROVISIONS , shall mean Bolton & Menk the “(Consulting Engineer or Architect”) with respect to all questions relating to the conformance of the work with the technical requirements of the plans and specifications, interpretation of the technical requirements of the plans and specifications, and with respect to the rejection of work and materials which do not conform. With respect to all other uses of the term “Engineer” in Section GENERAL PROVISIONS Authority of Engineer, the term shall mean the Director of Public Works. In Sections **TERMINATION FOR CAUSE, FINAL ACCEPTANCE OF THE WORK, COMMENCEMENT AND COMPLETION OF WORK and UNCORRECTED WORK and TERMINATION FOR CONVENIENCE** of GENERAL PROVISIONS, all references to Engineer shall mean the Director of Public Works. All other references to Engineer in GENERAL PROVISIONS not specifically addressed in this section shall mean the Consulting Engineer.

The following definitions within CDOT's Standard Specifications shall be revised as follows:

- **CDOT Resident Engineer** shall mean duly authorized agent who may be a City of Pueblo employee.
- **Department** shall mean the City of Pueblo's Department of Public Works.
- **Project Engineer** shall mean the Chief Engineer's duly authorized agent of the City of Pueblo.
- **Project Manager** shall mean the assigned project representative for the City of Pueblo or their authorized agent.

3.14. APPROVED EQUAL

An approved equal, where noted, may be considered by the City. For consideration as an approved equal, a Request for Substitution must be submitted through the OpenGov portal by Friday, October 9, 2026 at 4:00 pm (MT). Requests shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability. If approved, an addendum will be issued that lists all approved equal products or materials. No other products or materials will be considered.

3.15. INCONSISTENCIES

Any inquiries regarding seeming inconsistencies between the Plans and Specifications for this project must be made by Friday, October 9, 2026 at 4:00 pm (MT).

3.16. PREPAYMENT OF CITY SALES AND USE TAX

(This section applies to public improvement construction projects $100,000 and over.)

The Contractor shall make application for, and prepayment of, City sales and use tax on the estimated percentage basis being forty percent (40%) of the total Project bid as awarded, including Base Bid plus those Alternates selected. Application and prepayment shall be made within fourteen (14) days of the date authorized to proceed with construction of the Project as set forth in the Notice to Proceed. All applications and prepayments shall be coordinated directly with City's Division of Sales and Use Tax, Attention: Tax Audit Manager, 1 City Hall Place, Pueblo, Colorado 81003.

Finance Department policy sets the threshold at $100,000. Any contractual obligations below this amount will not generally be required to make a pre-payment of Use Tax.

3.17. PERA LIABILITY

Contractor shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement.

Awarded Contractor will be required to submit a completed Colorado PERA Questionnaire form. This form is available to view at Colorado PERA Questionnaire and is included by reference in this Contract.

3.18. CONTRACTOR EVALUATION

The performance of the awarded Contractor will be evaluated using the Contractor Evaluation Form. This form is available to view at Contractor Evaluation Form and is included by reference in this Invitation for Bid. The evaluation will be utilized to review Contractor's performance, increase communication, and foster positive business relationships.

The completed evaluation form will serve to document Contractor's overall performance. Material failure to perform in accordance with the terms of one or more contracts, or materially unsatisfactory performance of one or more contracts, may be justification for disqualifying future bids by Contractor pursuant to Pueblo Municipal Code, Title 1, Chapter 10, Section 1-10-4(d).

3.19. SITE INVESTIGATION

By submitting a bid, Contractor acknowledges the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, uncertainties of weather, physical conditions at the site, the character/quality of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the work, and all other matters which can in any way affect the work or the cost thereof under this Contract. Failure by Contractor to acquaint themself with all the available information concerning these conditions will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

3.20. PRE-CONSTRUCTION CONFERENCE

The Contractor shall attend a pre-construction conference with the Project Manager, City employees, representatives of the utility companies, and/or other interested parties prior to any construction. **Preconstruction meeting will be scheduled 7-10 days after notice of award is issued.**

Documents required to be submitted at Pre-Construction Conference

- Contractor's Site Management Organization (to include Site Supervisor, Quality Control Manager, and Site Safety Manager with 24-hour contract information)
- Project Schedule – Using Bar Chart or Critical Path Method
- Subcontractor List
- Emergency Notification Information
- Project Safety Management plan
- Copy of ATSSA and Flagging Cards
- Traffic Control Plan
- Material Submittals

All documents will be required to be submitted electronically on a disc or by email to kgrisham@pueblo.us prior to the meeting.

3.21. SAFETY REGULATIONS

The Contractor shall be aware of and shall comply with all State and Federal Safety regulations which are applicable to the work included under this Contract. Enforcement will be by the proper State and Federal regulatory agencies.

If any construction activity is deemed to be unsafe for inspection, Contractor shall, upon notification, discontinue work until the deficiencies are corrected and the job can be properly inspected.

3.22. EMERGENCY REPAIR OR PROTECTIVE WORK BY THE CITY OF PUEBLO

As referenced in PROTECTION OF THE PUBLIC, WORK, AND PROPERTY and ACCIDENT PREVENTION of the GENERAL PROVISIONS , it is the Contractor's responsibility to provide adequate barricades, protective devices and safety measures, and to employ other precautionary means for the adequate protection of the public, the work, and public/private property from injury or loss. Should the City become aware of any condition or circumstance arising from the work, or with respect to any excavation or areas disturbed by Contractor which, in the opinion of the Project Manager, creates or results in any imminent or unreasonable risk to the health/safety of the public or to public/private property, the City may undertake emergency work or repairs. Such work may include, by way of illustration, provision of barricades, traffic control devices or flagmen, deployment or warning signs, repair of lines under construction, repair of collapsed excavations or sinkholes, placement of sandbags or dams, and other emergency efforts. The determination of the necessity during the construction and warranty periods for the City to do any such emergency work or repairs shall rest entirely with the Project Manager. The cost of emergency work done by the City, including the actual cost of labor, equipment, and materials, plus 100 percent, shall be deducted from any amounts otherwise owed to Contractor, or may be invoiced to Contractor, or the same amount shall be recovered from Contractor's performance bond.

3.23. REPRESENTATIVE AVAILABLE FOR EMERGENCY CALLS

The Contractor shall provide the name, address and phone number of a representative who may be reached at any time during the life of the Contract regarding repairs, detours, barricading, etc. This information shall be furnished in writing to the Project Manager.

3.24. ENVIRONMENTAL REQUIREMENTS

A. The Project will comply with Colorado Air Quality Control Commission Regulation 1 (5 CRR §10013, Emission Control for Particulate Matter, Smoke, Carbon Monoxide, and Sulfur Oxides), and Regulation 3 (5 CCR §1001-5, Stationary Source Permitting and Air Pollutant Emission Notice Requirements) to ensure that appropriate control measures are implemented during construction to minimize emissions.

B. If any subsurface bones or other potentially significant fossils are found, work will be immediately halted in the vicinity of the find. The Contractor shall comply with CDOT Standard Specification 107.23, Archaeological and Paleontological Discoveries.

C. If any archaeological resources are found anywhere in the Project Area during construction, construction activities will be halted, and a qualified archaeologist will be contacted immediately to assess the significance of the find and make further recommendations in

accordance with CDOT Standard Specification 107.23, Archaeological and Paleontological Discoveries.

D. The Contractor shall comply with all Local Agency(s) noise ordinances and/or other restrictions applicable to nighttime construction activities for projects within the local municipal coverage areas.

3.25. HERBICIDE TREATMENT

For Herbicide Treatment and Noxious Weed Management information see CDOT's 2025 Standard Specification for Section 217 – Herbicide Treatment.

Herbicide Treatment will not be paid for separately but shall be included in the cost of the seeding.

3.26. PROTECTION OF MIGRATORY BIRDS BIOLOGICAL WORK PERFORMED BY THE CONTRACTORS BIOLOGIST (CDOT REVISION OF SECTION 240)

Information on the Protection of Migratory Birds and Wildlife Biologist requirements may be found on CDOT's website (Bird Specification for CDOT Contractors).

3.27. DUST PREVENTION

During construction and until final acceptance by the Project Manager, Contractor shall be responsible for controlling dust emissions in the construction area. No earthwork activities shall be performed when the wind speed exceeds thirty (30) miles per hour. All fill areas shall be compacted on a daily basis to 95% minimum compaction. Any mud or dirt carry out onto paved surfaces shall be cleaned up on a daily basis. Contractor shall promptly comply with all directives from the Project Manager relating to dust control. If Contractor fails to comply or provide adequate means to control dust, a stop-work order will be issued until the problem is corrected.

3.28. SITE RESTORATION AND CLEANUP

Contractor shall maintain and/or repair any damage done to all existing properties, public or private, adjacent to site improvements, including but not limited to, asphalt, base course, utilities, sod, irrigation systems and landscaped areas. In general, disturbed areas shall be replaced to the lines, grades, thickness, and like materials of the existing conditions unless otherwise stated on the plans. Restoration shall be consistent with that of areas adjacent to the limits of construction. Grass and other plant areas shall be restored, maintained, and irrigated until final acceptance by the Project Manager. Fabric shall be installed under all rock landscape areas. Any landscape material salvaged by Contractor for reuse will not be acceptable if contaminated by dirt or different landscape material.

All work to relocate existing irrigation sprinklers which conflicts with the new construction shall be considered site restoration. The accuracy of information furnished regarding existing irrigation systems is not guaranteed. The locations are approximate and may not include all irrigation system components. Contractor shall determine the exact location of all irrigation systems before commencing work and shall be fully responsible for any damage resulting from failure to locate and protect all irrigation systems.

Site restoration and cleanup will not be measured or paid separately but shall be included in the unit prices for each bid item. Partial payments will not be made on any bid item until the restoration and cleanup associated with that item is satisfactorily complete and acceptable to the Project Manager.

3.29. UTILITY LOCATIONS

The accuracy of information furnished through the SUE plans in regard to underground utilities is not guaranteed. The utility locations are approximate and may not include all utilities. Contractor shall determine the exact location of all utilities before commencing work. Contractor shall be fully responsible for any damage which might occur due to Contractor's failure to locate and protect all utilities. Contractor shall repair or have repaired, at no cost to the City, any damage to utilities.

Existing utilities include gas, water, service lines, fiber optic lines, meters, meter cans, buried power lines, pedestals, utility poles, sanitary sewer, manholes and services, and any other existing utility.

Known utility companies as of the SUE investigation completed on June 24, 2025 include:

- City of Pueblo – all waterlines, sanitary sewer lines and storm sewer lines
- Xcel Energy – all gas lines
- Black Hills Energy – all electric lines
- Comcast – fiber optic lines

The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavating or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days, not including the actual day of notice, prior to commencing such operations. The Contractor shall contact Colorado 811 at phone no. 811 or co811.org, to have locations of Colorado 811 registered lines marked by member companies. All other underground facilities shall be located by contacting the respective owner. Utility service laterals shall also be located prior to beginning excavation or grading.

Utilities are depicted on these plans in accordance with their achieved "Quality Levels" as defined in the American Society of Civil Engineer's document ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

The location of utility facilities as shown on the plan and profile sheets, and herein described, were obtained from the best available information. Refer to the SUE plans provided for additional utility information.

All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the work.

3.30. ABANDONED UTILITIES

If during construction an abandoned utility is encountered Contractor shall contact and coordinate with the Project Manager to arrange for the removal of the utility. If Contractor elects to remove the utility without contacting the Project Manager, Contractor shall do so at no cost to the City.

3.31. OVERHEAD AND/OR UNDERGROUND HIGH VOLTAGE POWER LINES

Unless danger against contact with high voltage overhead and/or underground lines has been effectively guarded against, Contractor shall not perform any function/activity upon any land, building, highway, or other premises if at any time during the performance of any function/activity it could move or be placed within ten (10) feet of any high voltage overhead and/or underground line. If work is to be performed within ten (10) feet of high voltage overhead and/or underground lines, the public utility must first be notified to arrange for safety provisions. Contractor may perform the work only after arrangements, including coordination and payment of fees, if applicable, have been made with the utility company.

3.32. CONCRETE PERMITS

The "no fee" permit shall be obtained from the City Engineering Division at 211 E. "D" Street. Any concrete work placed without benefit of both permit and inspection by the Public Works Department will not be paid for.

3.33. PERMITS AND FEES

It shall be the Contractor's responsibility to investigate and assess the requirements for all necessary environmental, drainage, and construction permits. The total cost of all permits or fees which may be required shall be included in the bid proposal. No additional payment shall be allowed for any permits or fees required to complete the project. Contractor shall comply with all conditions of the permits. City and/or other agency fines are the sole responsibility of the Contractor.

Following is a list of potential permits required for the project. Contractor shall be responsible for verifying this list and adding/obtaining any additional permits needed for the project.

- Air Quality Permit
    - Permitting Agency: Pueblo County/Colorado Department of Public Health and Environment
    - Responsibility to Obtain: Contractor
- CDPHE Stormwater Construction Permit
    - Permitting Agency: Colorado Department of Public Health and Environment
    - Responsibility to Obtain: Contractor
- CDPHE Construction Dewatering General Permit
    - Permitting Agency: Colorado Department of Public Health and Environment
    - Responsibility to Obtain: Contractor
- Excavation Permit
    - Permitting Agency: City of Pueblo
    - Responsibility to Obtain: Contractor
- Concrete Permit

- Permitting Agency: City of Pueblo
- Responsibility to Obtain: Contractor

- Traffic Control Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Fugitive Particulate Emissions Control Plan
  - Permitting Agency: Colorado Department of Public Health and Environment
  - Responsibility to Obtain: Contractor

3.34. COORDINATION OF CONSTRUCTION ACTIVITIES

Contractor and subcontractors shall coordinate work with all other construction activities and contractors; and cooperate with them to facilitate general progress of the work. Each trade shall afford other trades every reasonable opportunity for installation and storage of materials.

3.35. WORK BY OTHERS

Contractor shall coordinate work on the project with all work shown on the plans which is to be done by "others". It is the Contractor's responsibility to coordinate work with each entity and incorporate it into the project schedule.

Pikes Peak Park Developer shall complete the work associate with the 24" HPPP and 36" HPPP as referenced in the plans. This work is part of a separate contract with the City and may be installed prior to construction or concurrently with this contract. The Contractor shall coordinate with the City and the Pikes Peak Park Developer regarding the proposed work and construction schedule.

Black Hills Energy shall complete lighting work as part of a separate contract with the City. The contractor shall work directly with the City and Black Hills Energy to coordinate the lighting work.

3.36. COMPLETE WORK ON TIME

Failure to complete the work by the allotted 365 calendar days shall result in the assessing of liquidated damages according to GENERAL PROVISIONS.

3.37. LAYING OUT WORK

Contractor shall locate all general reference points and take such action as necessary to prevent their destruction. Contractor shall lay out their own work and be responsible for all lines, elevations, and measurements of the building, grading, utilities, and other work executed under this Contract. Contractor shall exercise proper precaution to verify figures shown on the drawing before laying out work and will be responsible for any error resulting from failure to exercise such precautions.

3.38. CONSTRUCTION STAKING

Contractor will be required to perform all construction staking and surveying.

3.39. HOURS OF WORK

The Project Manager and the Inspection Division are available from 7:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m., Monday through Friday, excluding holidays. Any work done outside of these hours must be approved by the Project Manager.

3.40. TOPSOIL (SPECIAL)

This work consists of developing engineered topsoil (bioretention media), importing, stockpiling, maintaining, and placing topsoil, and subsoil preparation in areas planned for revegetation establishment in biofiltration areas. Subsoil preparation as specified precedes all final grading, soil amendment, seeding, and mulching activities.

The media shall not include heavy clay, hard clods, toxic substances, pathogens, or other material that is detrimental to vegetation growth. Topsoil shall be free of trash and debris.

Media properties shall meet the following properties:

Soil Parameters	**Test Name**	**Media Properties**
Texture/Gradation (by dry weight)	ASTM D7928 Sedimentation (Hydrometer) Method	70-80% Sand (0.05-2.0 mm diameter) 5-25% Silt (0.002-0.05 mm diameter) 5-15% Clay (<0.002 mm diameter)
Organic Matter	ASTM D2974	1-5% by dry weight
pH	ASA/AASHTO	6.0 – 8.5
Salinity/Salts (EC) dS/m or mmhos/cm	Saturated Paste	< 3
Nitrate Nitrogen (ppm)	ASA2 33-3	< 30
Phosphorus (ppm)	Use Olsen when pH>6.2, otherwise use Mehlich-3	Olsen: <20 or Mehlich-3: <30

Notes:

- Sand, silt and clay percentages are by dry weight.
- Particle sizes are based on the USDA soil classification system.
- Distribution is measured after gravel > 2 mm is removed from sample. Media should have no more than 25% material > 2 mm.
- Equivalent sieve sizes for the upper and lower limit of sand are #10 and #240, respectively.

Soil media gradation and nutrient content must be analyzed upon delivery to the site. Provide Engineer with certification of topsoil compliance.

Preparation, spreading, and finish grading of Topsoil (Special) shall follow ARTICLE 10 LANDSCAPING Section 10.3.6 of the City's 2026 Standard Construction Specifications.

All work, subsoiling, preparation, equipment, materials, testing, cleanup and labor associated with this item will be included in the cost of the Topsoil (Special) by cubic yards.

3.41. EROSION AND SEDIMENT CONTROL

To comply with current state and federal permit regulations the City must meet minimum requirements for all construction sites greater than one (1) acre or part of a larger common development to provide necessary stormwater control measures (SCMs) and prevent illicit discharges from the site.

The Contractor is provided an approved Stormwater Management Plan (SWMP) meeting the requirements of "Appendix D" in the *Pueblo Drainage Criteria Manual*. The Contractor shall implement and comply with the SWMP included in the contract documents.

Stormwater Control Measures required per the construction documents are included as line items in the bid schedule. Updating and managing the SWMP, including providing any additional SCMs that may be required and not identified in the contract documents, shall be considered incidental to construction and will not be paid for separately. The Contractor shall take this into consideration when preparing their bid.

Prior to any construction, including site grading and excavation, an approved Stormwater Management Plan and CDPHE Stormwater Construction Permit shall be posted on site and all required SCMs installed.

A. Contractor shall maintain and update the Stormwater Management Plan as construction dictates. The current and correct plan shall remain on-site and be readily accessible to the City Stormwater Inspector at all times.

B. Contractor or the Contractor's representative shall, at a minimum, inspect the site every two (2) weeks and within twenty-four (24) hours of any precipitation or snowmelt event that causes surface erosion. (i.e., that results in stormwater running across the ground).

C. Contractor shall be responsible for maintaining all required SCMs to prevent erosion and sediment from leaving the construction site.

D. Failure to comply with the requirements to prevent illicit discharges from the construction site is unlawful and a municipal offense which may result in the issuance of a summons and complaint to the Pueblo Municipal Court. Persons who are convicted of violating any provision of the Pueblo Municipal Code are subject to fines of up to one thousand dollars ($1,000) and/or one (1) year imprisonment for each day the violation continues.

E. Information regarding Stormwater Management Plan development, acceptable SCMs and proper installation can be found in the Urban Drainage and Flood Control District (UDFCD) Urban Storm Drainage Criteria Manual Volume 3, CDOT Stormwater Management Plans and City of Pueblo Drainage Criteria Manual.

3.42. TEMPORARY DIVERSION

This work consists of planning, constructing, maintaining and removing a Temporary Diversion conveying Wildhorse Creek Tributary 2 to permit all Project related work at the culvert site to take place in the dry.

The Contractor shall develop a site plan for work associated with the Temporary Diversion. The site plan will include provisions to divert or bypass all water around the culvert site, sized appropriately to complete the work on schedule in the dry. An extended rain free forecast may allow the Contractor to do the work without performing any bypass. The bypass will include provisions to remove equipment and staff, stabilize the work site, and document conditions prior to a rain event that exceeds the Diversion capacity. The City will not compensate the Contractor for additional costs or damages because of a failure to execute the plan, or because the plan fails to adequately account for adverse flooding conditions.

Guidance in developing the stream diversion is in the Stormwater Management Plans and can be found in Mile High Flood District's (MHFD) Urban Storm Drainage Criteria Manual (USDCM) Volume 3 Construction BMP Fact Sheet Site Management (SM-8) Temporary Diversion Methods (TDM).

The site plan must be submitted to the Engineer for review and approval prior to starting the work. The plan shall include the following:

1. Determine diversion type, size, and duration of the diversion. Determine the time of year in which construction of the diversion and culvert will occur.

2. Identify temporary construction control measure types and locations necessary to divert clean water.

3. Identify contingency plans in case the diversion fails. Consider emergency action plan for rapidly removing equipment and materials from the waterway in advance of a rain event with the potential to exceed the diversion capacity. The plan should designate an individual who will be on site throughout most of the construction project with the authority to order work be halted and equipment and materials with potential to contribute to stormwater pollution be moved to high ground outside of the active channel. The emergency action plan should identify where equipment and materials removed from the channel will be stored temporarily during a runoff event that is expected to exceed temporary diversion capacity.

4. For sites actively diverting water, inspect the site at least three times per working day and once per non-working day that the stream diversion system is operational. Document any erosion control problems and the corrective actions taken.

5. Use of dewatering pumps to provide a dry working site may require the Contractor to apply for a Colorado Department of Public Health & Environment (CDPHE) Construction Dewatering General Permit.

6. Address any erosion control problems associated with the site plan immediately. No additional compensation will be made for erosion repairs or other damage caused by the operation or failure of the site plan. Remove all materials associated with the Temporary Diversion from the Project upon completion of the work. All work, equipment, materials and labor associated with this item will be included in the cost of the Temporary Diversion, linear foot item.

3.43. DEWATERING

This work consists of controlling groundwater, site drainage, and storm flows during construction of the culvert within Wildhorse Creek Tributary 2.

The Contractor shall develop a Water Control Plan for work associated with Dewatering and submit to the Engineer at least two weeks prior to execution of the project. Dewatering guidance is in the Stormwater Management Plans and can be found in Mile High Flood District's (MHFD) Urban Storm Drainage Criteria Manual (USDCM) Volume 3 Construction BMP Fact Sheet Site Management (SM-9) Dewatering Operations (DW).

The plan shall include the following:

1. Descriptions of proposed groundwater and surface water control facilities including, but not limited to, equipment, methods, standby equipment and power supply, means of measuring inflow to excavations, pollution control facilities, discharge locations to be utilized, and provisions for immediate temporary water supply as required by this section.

2. Drawings showing locations, dimensions, and relationships of elements of each system.

3. Design calculations demonstrating adequacy of proposed dewatering systems and components.

4. If system is modified during installation or operation, revise or amend and resubmit Water Control Plan

Onsite materials may be used within the limits of construction to construct temporary dams and berms. Materials such as plastic sheeting, sand bags, and storm sewer pipe may also be used if desired by the Contractor.

Dewatering work shall be executed as follows:

A. For all excavation, Contractor shall provide suitable equipment and labor to remove water, and keep the excavation dewatered so that construction can be carried on under dewatered conditions.

1. Water control shall be accomplished such that no damage is done to adjacent channel banks or structures.

2. Continuously control water during course of construction, including weekends and holidays and during periods of work stoppages, and provide adequate backup systems to maintain control of water.

B. Contractor is responsible for investigating and becoming familiar with all site conditions that may affect the Work including surface water, potential flooding conditions, level of groundwater and the time of year the work is to be done.

C. Contractor shall conduct operations in such a manner that storm or other waters may proceed uninterrupted along their existing drainage courses. By submitting Bid, Contractor acknowledges

that Contractor has investigated the risk arising from such waters and has prepared bid accordingly and assumes all of said risk.

D. At no time during construction shall Contractor affect existing surface or subsurface drainage patterns of adjacent property. Any damage to adjacent property resulting from Contractor's alteration of surface or subsurface drainage patterns shall be repaired by Contractor at no additional cost to the City.

E. Pumps and generators used for dewatering and water control shall be quiet equipment enclosed in sound deadening devices.

F. Contractor shall remove all temporary water control facilities when they are no longer needed or at the completion of the Project.

G. All excavations made as part of dewatering operations shall be backfilled with the same type material as was removed and compacted to ninety-five percent (95%) of Maximum Standard Proctor Density (ASTM D698) except where replacement by other materials and/or methods are required.

H. Dewatering systems shall not worsen flooding, alter major flow paths, or worsen flow characteristics during construction. Contractor is responsible for ensuring that any such worsening of flooding does not occur.

I. Contractor shall be responsible for diverting the quantity of surface flow around the construction area so that the excavations will remain free of surface water for the duration of the work, and the time required for curing concrete and/or grout. Contractor is cautioned that the minimum quantity of water to be diverted is for erosion control and construction purposes and not for general protection of the construction site.

J. Contractor shall install adequate measures to maintain the level of groundwater below the foundation subgrade elevation and maintain su icient bearing capacity for all structures, culverts, and earthwork. Such measures may include, but are not limited to, installation of perimeter subdrains, pumping from drilled holes or by pumping from sumps excavated below the subgrade elevation. Dewatering from within the foundation excavations shall not be allowed.

K. Any temporary dewatering trenches or well points shall be restored following dewatering operations to reduce permeability in those areas as approved by the Engineer.

The Contractor shall dispose of groundwater as follows:

A. Obtain discharge permit for water disposal from authorities having jurisdiction.

B. Treat water collected by dewatering operations, as required by regulatory agencies, prior to discharge.

C. Discharge water as required by discharge permit and in manner that will not cause erosion or flooding, or otherwise damage existing facilities, completed Work, or adjacent property.

D. Remove solids from treatment facilities and perform other maintenance of treatment facilities as necessary to maintain their e iciency.

All work, equipment, materials and labor associated with this item will be included in the cost of the Dewatering item.

3.44. RECONDITIONING

As part of Reconditioning bid item, subgrade soils should be over-excavated using blading and rolling to a depth of at least 24 inches, moisture conditioned to meet density requirements and compacted as recommended in Section 4.2.5 of the Geotechnical Report. All fill materials should be placed on a horizontal plane and placed in loose lifts not to exceed 8 inches in thickness, unless otherwise accepted by the geotechnical engineer.

Reconditioning will be measured by the square yard of subgrade, including auxiliary lanes, and shall include blading, shaping, scarifying, compacting the subgrade, finishing, and maintenance of the finished surface.

This work will be paid for as Reconditioning. Water will not be measured and paid for separately but shall be included in the work.

3.45. PEDESTRIAN RAILING

This work consists of the construction of the pedestrian railing in accordance with the City of Pueblo's 2026 Construction Standard Detail SD15 and in conformity with the details, lines and grades shown on the plans or established. This specification covers the railing along the top of the box culvert wing walls.

The pedestrian rail shall be 36" tall with 1-1/2" diameter tubular steel rails and posts. Concrete to be core drilled to accept posts at 54" on center spacing. All posts shall be set with quick setting cement grout.

All work associated with this item shall not be paid for separately but shall be included in the cost of the Pedestrian Railing (Steel)(Special) bid item.

3.46. WELDED WIRE FABRIC

The quantity of welded wire fabric does not include overlapping areas or splices. Prospective bidders shall verify the area of welded wire fabric before submitting a proposal.

The accepted quantities of welded wire fabric will be paid for at the contract unit price per square yard.

No allowance will be made for clips, wire, supports, or other material used for fastening reinforcement in place.

All work associated with this item shall not be paid for separately but shall be included in the cost of the Welded Wire Fabric bid item.

3.47. STORMWATER FACILITY CONSTRUCTION AND PAYMENT

The City of Pueblo Stormwater Specifications and Regulations shall govern this project unless noted otherwise. Where conflicts exist between the City of Pueblo Specifications and CDOT details, the more stringent shall apply.

The minimum requirements which the Contractor must provide and comply with are as follows:

1. All stormwater facilities and BMP's located in the City's ROW or tying into the City's stormwater system need to be inspected by the City's stormwater personnel. The Contractor shall contact Inspector before construction at (719) 553-2291 or (719) 553-2899.

2. Public storm sewer shall be installed in accordance with Article 12 – Storm Sewers from Standard Construction Specifications and Details for City of Pueblo, Colorado (November 11, 2024).

3. Cut sheets shall be required to be submitted and approved by the City of Pueblo Stormwater Utility before any public storm sewer installation occurs.

4. All pre-cast manholes and inlet structures shall be placed on a minimum 6 inch bed of compacted gravel bedding and extending a minimum of 12 inches around the base of the structure or to the extents of excavation, whichever is greater. Inlet runs that are approved to lie beneath ADA ramps and behind the curb and gutter or are less than 5 feet in length shall be backfilled with flowable fill per City Specifications.

5. All storm sewer pipe lengths shall be calculated from the inside of the structure to the inside of the structure. Storm stationing shall be set at the center of the manholes and to the middle of the inlets at the flow line of the curb per the plans.

Under the storm sewer bid items, the Contractor shall construct the items per the City of Pueblo's Article 12 – Storm Sewers. Payment for the bid items will be per the unit price in the Bid Schedule.

The payment shall be full compensation for all work required to complete these items, including excavation and backfill.

3.48. CURB AND GUTTER CONSTRUCTION AND PAYMENT

Contractor shall schedule their work to minimize the inconvenience to the public. Property owners shall be notified well in advance of any work that interferes with access to private driveways. Access to driveways shall be restored no later than fifteen (15) days after the concrete is placed.

Sections of curb and gutter shall not be considered for partial payment until backfill and restoration (if applicable) are completed.

Under the bid item labeled "Standard Curb and Gutter", the Contractor shall construct curb and gutter per City of Pueblo's Standard Detail SD3. Payment for all types of curb and gutter will be the unit price in the Bid Schedule.

3.49. CURB RAMP CONSTRUCTION

All Curb Ramp Construction shall include all costs necessary to construct A.D.A. compliant directional curb ramps with tactile bands (24" x 24" and 24" x 30") and A.D.A. compliant sidewalks.

All curb ramp designs shall be field verified by the Field Engineer from the Public Works Department in coordination with the Contractor. Design layouts have been provided, but field conditions will take precedent.

Curb ramps shall comply with all Colorado Department of Transportation's Standard Detail M-608-1 "Curb Ramps" and A.D.A. provisions as found in the most current version of the Public Rights-of-Way Accessibility Guidelines with supplements.

3.50. TACTILE BAND FOR CURB RAMPS

The base of the curb ramp area only shall include a Tactile Band. The Tactile Band shall be cast iron castings containing truncated domes. Castings shall meet the requirements of Americans with Disabilities Act Accessibility Guidelines (ADAAG) for Accessible Public Rights-of-Way. Castings shall be cast-in-place truncated dome tactile system, Neenah R-4984, East Jordan Iron Works 7005, or approved equal at the sizes shown on the plans. Radial castings shall be East Jordan Iron Works 7006-20 (20' radius), 7006-25 (25' radius), 7006-30 (30' radius) or approved equal, placed as shown on the plans. All work associated with this item shall not be paid for separately but shall be included in the cost of the "Concrete Curb Ramp" bid item.

3.51. SIGN POST AND BASE

All sign posts and bases must be installed and meet the Manual on Uniform Traffic Control Devices (MUTCD) most current standardsand per the locations noted on the plans and the minimum requirements which the Contractor must provide and comply with are as follows:

1. Anchor (Stub) - A 2-1/4-inch 12-gauge galvanized steel square stub section with holes, three (3) feet long, is driven into the ground 30 to 33 inches with 3 to 6 inches remaining above the final grade. The sign post system's material specification is Telespar 22F12A 03PG or approved equal, 2-1/4-inch x 3 feet anchor post with holes, or perforated. If the sign is located in a non-concrete area, the anchor stub shall be imbedded in a cylindrical foundation (9-inch diameter, 33-inch depth). The top of the foundation shall be flush with the existing grade.

2. Sign Post - A 2-inch square galvanized steel post section with holes is inserted into the stub and bolted. The material specification is Telspar 20F12P-10PG, 2-inch square 12-gauge post with holes. Posts shall be proper length to accommodate correct sign height according to the MUTCD. Posts shall be installed a minimum of 8 inches into the anchor (stub), which has 3 to 6 inches sticking out above the final grade.

All work associated with this item shall not be paid for separately but shall be included in the cost of the Sign Panel (Class I) and Steel Signpost (2x2 Inch Tubing) bid items.

3.52. ADVISING PROPERTY OWNERS OF CONSTRUCTION ACTIVITIES

The contractor shall prepare and hand deliver a door hanger of advisement for each business, residence or apartment unit that fronts on the street where traffic control will exist. The contractor shall be responsible for all printing costs. This notification shall be delivered and attached to the front doorknob of the inner door in conjunction with the placement of "NO PARKING" signs in the block such that a minimum 24-hours of advanced warning is given to the residents. Payment for all labor and materials for this item shall be included in the Traffic Control bid item. Separate door hangers shall be used to inform the property owners of additional road closures for each occurrence.

3.53. MOBILIZATION

This item shall consist of mobilizing of personnel, equipment, and supplies to the project site in preparation for work on the project. Item shall include all costs incurred which must be performed prior to beginning the other items.

Partial payments for mobilization will be made each month as the work progresses. These payments will be made as follows:

A. When ten percent (10%) of the project bid amount is earned, fifty percent (50%) of the amount bid for mobilization will be paid.

B. When fifty percent (50%) of the project bid amount is earned, one hundred percent (100%) of the amount bid for mobilization will be paid.

C. The sum of all payments shall not exceed the original amount bid for the item, regardless of the fact that Contractor may have, for any reason, shut down the work on the project or moved equipment away and then back again.

Note: Payments for materials on hand will be included as a percent of original project bid amount earned until said materials have been incorporated into the work and accepted and paid for by the City.

3.54. CONSTRUCTION TRAFFIC CONTROL

Contractor shall submit a traffic control plan prepared by a Certified Traffic Control Supervisor at the preconstruction conference for approval by the City's Traffic Engineer.

All traffic control procedures, signing, lighting and barricades shall conform to the latest edition of the Manual on Uniform Traffic Control Devices, and shall be set up and maintained by a Certified Traffic Control Supervisor.

Construction traffic control shall be paid as "Traffic Control (Special) LS". Periodic payments for this item shall be based upon the percentage of work completed compared to the original bid amount.

3.55. TRAFFIC CONTROL SUPERVISOR

The Traffic Control Supervisor shall be certified as a Worksite Traffic Supervisor by the American Traffic Safety Services Association (ATSSA) or Colorado Contractors Association (CCA). A copy of the Traffic Control Supervisor's Certification shall be provided to the Project Manager at the project pre construction conference

3.56. TRAFFIC CONTROL DEVICES – SIGNS

Contractor shall be responsible for all permanent traffic control devices (signs) within the construction area. If permanent devices conflict with construction activities, Contractor shall be responsible for placement of temporary traffic control devices and the removal/reinstallation of permanent devices.

All work shall be in accordance with the Manual of Uniform Traffic Control Devices. All regulatory signs (Stop, Yield, One Way, Do Not Enter, etc.) shall be maintained in either a temporary or permanent manner. Temporary devices shall be in place prior to the removal of permanent devices. Contractor shall

be held fully responsible for any claims resulting from negligence in failing to act or maintain any traffic control device.

Contractor shall be responsible for maintaining the condition of any sign that is temporarily removed. Should there be any damage to devices (signs, poles, bases, and hardware) Contractor shall be financially responsible to the City for replacement of said devices.

Contractor shall contact Traffic Maintenance at (719) 553-2300 for approval of the specific location in which the devices are to be reinstalled. Contractor shall obtain underground utility locates prior to reinstalling devices.

The Traffic Engineer or designee will evaluate existing signage for replacement with new materials. If required, the City will provide all replacement materials to the Contractor prior to reinstallation. Where new devices are required per the construction drawings all signs, posts, bases, and hardware shall be supplied by the City. Contractor shall contact the Traffic Engineer at (719) 553-2722 to order signs providing the City at least two-week notification to obtain the necessary material.

3.57. PROTECTION OF CONCRETE FROM TRAFFIC AND VANDALISM

All concrete shall be protected from traffic for a period of fourteen (14) days, or as directed by the Project Manager. The Contractor shall provide necessary supervision and/or barriers to protect all concrete from traffic or vandalism. Any concrete damaged by traffic and/or vandalism will be rejected. Replacement of damaged concrete shall be paid for entirely by the Contractor.

3.58. ASPHALT AND CONCRETE REMOVAL

Asphalt and concrete shall be removed to the lines and grades established by the Project Manager. Any removal outside those lines and grades not approved by the Project Manager, will not be paid for by the City. Contractor shall properly dispose of all removed items from the construction site.

Saw cutting to remove asphalt and concrete to a neat line shall not be paid for separately but shall be included in the cost of the asphalt and concrete removal bid item.

3.59. SUBMITTALS

A Submittal Register, listing the major items the awarded Contractor will be required to submit for this project. Contractor shall use the provided Submittal Register for every submittal. All submittals shall be made electronically and sent directly to the Project Manager for review. All MSDS sheets must be submitted prior to bringing materials on site.

Contractor shall also submit any other material items not listed but which will be used in the construction of this project.

4. LABOR PROVISIONS

4.1. CONTRACTOR BONDS

Payment and performance bonds are required to be filed prior to issuance of Notice to Proceed. The specific requirements for such bonds are set forth in Section CONTRACT SECURITY of the GENERAL PROVISIONS.

4.2. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

In accordance with §1.8 of the Pueblo Municipal Code (entire Code included by reference), all contractors shall meet and comply with the following provisions which shall be contained in all municipal contracts:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. The Contractor will take affirmative action in all areas of employment to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. Areas of employment shall mean and include, but shall not be limited to, the following: initial employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, terminations, rates of pay, terms of compensation and selection for training, including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination and equal employment opportunity paragraph. Failure to subscribe to and accept the nondiscrimination and equal employment requirements of this Chapter shall render a bidder ineligible for a municipal contract award and ineligible to participate in the work for which a municipal contract award is made. (§§1.8.3 and 1.8.4 of the PMC; Ord. No. 4479, 5-22-78)

B. It is the policy of the City to provide equal opportunity in employment without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. It is hereby deemed and declared to be for the public welfare and in the best interests of the City to require bidders and contractors furnishing and providing work, services, supplies and materials to the City under municipal contracts not to discriminate in the hiring and promoting of employees in order to further equal employment opportunities for members of minority groups and women. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. (§1.8.3 of the PMC; Ord. No. 4479, 5-22- 78; Ord. No. 8453 §2, 2-27-12)

C. Contractor will meet or comply with the letter and spirit of Chapter 8, Title 1 of the Pueblo Municipal Code (as amended) and applicable State statutes. If the municipal contract involves

construction work or the providing of supplies or materials in excess of ten thousand dollars ($10,000.00) in the building and construction trades industry, Contractor shall have adopted and file with the City a copy of the Contractor's complying Affirmative Action Program. A complying Affirmative Action Program shall be a written affirmative action program meeting all the requirements of Chapter 60 of Title 41, Code of Federal Regulations (41 CFR, Chapter 60), including all parts and subparts thereof. This requirement applies regardless of whether Federal financial assistance has been provided for this project.

D. In the event of Contractor's non-compliance with the requirements of Chapter 8, Title 1 of the Pueblo Municipal Code (as amended), the Contract may be cancelled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further contracts with the City of Pueblo.

E. Contractor will include the provisions of the above listed paragraphs (a) through (d) in every sub-contract entered in to by Contractor to provide and furnish work, services, supplies, or materials under a City project.

4.3. COMPLIANCE REVIEW

A. The City of Pueblo shall have the power to review, upon not less than five (5) days notice, and during normal business hours, the employment practices of Contractor during the performance of every such City project, and of subcontractors during the performance of every sub-contract awarded thereunder, to obtain information relating to compliance or non-compliance with non-discrimination and equal employment requirements.

B. When a written complaint is filed and an investigation by the City indicates that there has been a violation of this provision, or when a compliance review by the City indicates that a contractor or subcontractor has violated this provision, the City shall issue and cause to be served on said Contractor or subcontractor a Notice of Violation. Such notice shall specify the violations and shall direct the Contractor or subcontractor to respond in writing within ten (10) days to show cause why the sanctions of the provision should not be imposed. The City shall forward a copy of the Notice of Violation and the response of the Contractor or subcontractor to the City Mayor within thirty (30) days from the date of such notice.

C. The City Mayor or authorized City representative shall review the Notice of Violation and response and shall determine whether any violations have occurred. If the City representative has determined that a violation has occurred, they may impose such sanctions as deemed appropriate, including, but not limited to, suspending or terminating the Contract involved or any portion or portions thereof, or causing to be removed from the list of eligible pre-qualified contractors the names of contractors or subcontractors found to be in noncompliance with the non-discrimination and equal employment opportunity requirements of the provision and the provision of any such contract or subcontract awarded thereunder until such time as the City is satisfied that such contractors or subcontractors are in compliance with said requirements.

4.4. FEDERAL REQUIREMENTS GOVERN

Federal requirements govern. Whenever the provisions and requirements of this Chapter, or of the bidding specifications, conflict in any way or to any degree with the nondiscrimination and equal employment opportunity requirements of the United States and any such contract under consideration is funded in whole or in part by the United States or is otherwise subject to requirements having the force of law of the United States, such requirements of the United States shall govern and control. (Ord. No. 4479, 5-22-78)

4.5. COMPLIANCE

By submitting a bid Contractor agrees to abide by the provisions herein set forth and will require any and all subcontractors to comply with said provisions.

5. GENERAL PROVISIONS

The provisions of this Section are of a general nature and are intended to apply to contract work of all types. Whenever any of these provisions do not apply to a specific contract, the exceptions are noted in SPECIAL PROVISIONS.

5.1. BIDDING AND CONTRACT EXECUTION: DEFINITIONS

The following terms, as used in these Contract Documents, are respectively defined as follows:

A. **City:** City of Pueblo, Colorado

B. **Closing Time:** The scheduled closing time for the receipt of bids and the opening thereof.

C. **Contractor:** The person, persons, firm, or corporation to whom the within Contract is awarded by the City and who is subject to the terms of said Contract. Also, the agents, employees, workers, or assignees of said Contractor.

D. **Engineer:** Unless otherwise stated in the Special Provisions, Engineer shall mean the Director of Public Works of Pueblo, Colorado, or their authorized agents.

E. **Work:** All work contemplated by the Contract Documents and Specifications including materials, labor, supervision, and use of tools necessary to complete the project in full compliance with the terms of the Contract.

F. **Notice:** Where in any section of the Contract Document there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the City) when written notice shall be delivered to the Engineer or shall have been placed in the United States Mail addressed to the Purchasing Department at the place where the bids, or proposals for the Contract were opened; (as to the Contractor) when a written notice shall be delivered to the chief representative of the Contractor at the site of the project to be constructed under the Contract or when such written notice shall have been placed in the United States mail addressed to the Contractor at the place stated in the papers prepared by them to accompany their proposal as the address of their permanent place of business; (as to the Surety) on the performance and payment bonds when a written notice is placed in the United States mails addressed to the Surety at either the home office of such Surety or when such notice is placed in the United States mails addressed to the Commissioner of Insurance of the State of Colorado.

G. **Project:** The entire improvement proposed by the City to be constructed in whole or in part pursuant to the Contract Documents.

H. **Subcontractor:** A person, firm, or corporation, other than the Contractor, supplying labor and materials, or labor only, on work at the site of the project, having a direct contract with the Contractor and including one who furnishes material worked to a special design according to the plans and specifications of this work, but not including one who merely furnishes material not so worked.

I. **Surety:** The person, firm, or corporation that has executed, as surety, the Contractor's Performance and Payment Bonds.

5.2. BIDDING AND CONTRACT EXECUTION: SITE EXAMINATION

A. Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the structure of the ground, obstacles which may be encountered, availability of labor and all other relevant matters concerning the work to be performed. Where soil reports or test boring logs indicating underground conditions are provided or shown on the plans, such information shall be considered only as indicative of conditions as observed at the time and place indicated, and the City in no way warrants the accuracy or reliability of said reports or boring logs and is not responsible for any deduction, interpretation or conclusion drawn therefrom by the Contractor. Contractor acknowledges that the City shall not be held responsible for any variance in conditions or unforeseen conditions encountered at the time of actual construction. It shall be the responsibility of the Contractor to satisfy themself by such methods as they deem necessary prior to the letting as to underground conditions, structures, and obstacles to be encountered.

B. The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any matter or thing concerning which they might fully have informed themself, prior to the bidding. Misunderstanding as to the amount of work, availability of materials or labor shall be no cause for failure to enter into the Contract or to perform the same.

C. The successful Contractor will be required to employ, so far as possible, such methods and means in the carrying out of their work as will not cause any interruption or interference with any other Contractor.

5.3. BIDDING AND CONTRACT EXECUTION: SPECIFICATION REQUIREMENTS

A. The bidder is expected to base their bid on materials and equipment complying fully with the plans and specifications, and in the event they name in their bid, materials or equipment which do not conform, they will be responsible for furnishing materials and equipment which fully conform at no change in their bid price.

B. Before submitting a bid, each Contractor should read the complete specifications and plans, including all related documents contained herein, all of which contain provisions applicable not only to the successful bidder, but also to their subcontractors.

5.4. BIDDING AND CONTRACT EXECUTION: SUSPENSION AND DEBARMENT

A. Bidder acknowledges that as of the solicitation submittal date, neither the Contractor, nor its subcontractor(s), is (a) debarred, suspended, or subject to any proceeding for debarment or suspension with a final determination still pending; declared ineligible or voluntarily excluded (as such terms are defined in any of the Debarment Regulations) from participating in procurement or non-procurement transactions with any Federal, State, or City government

department or agency pursuant to any of the Debarment Regulations, or (b) indicted, convicted or had a Judgment rendered against the Contractor, or its subcontractor(s) for any of the offenses listed in any of the Federal, State, or City's Debarment Regulations and no event has occurred and no condition exists that is likely to result in the debarment or suspension of the Contractor, or its subcontractor(s), from contracting with the City of Pueblo, Federal or State government, or any agency or instrumentality thereof.

5.5. BIDDING AND CONTRACT EXECUTION: STATEMENT OF BIDDER'S PLANT AND FINANCIAL CONDITION

A. Each bidder shall be prepared to submit the following data within seven (7) days upon demand of the Purchasing Agent.

1. A statement that the bidder maintains a permanent place of business and address thereof;
2. A statement of the equipment which the bidder proposes to use on the project, together with a statement identifying that equipment previously mentioned which the bidder owns and that which bidder does not own, but is certain they will be able to rent or otherwise procure for use on the project;
3. A financial statement, duly sworn to and in form approved by the City, listing assets and liabilities;
4. Statement listing projects of similar nature which the bidder has constructed or in the construction of which the bidder was actively engaged in a responsible capacity;
5. A statement that the bidder: (i) is not presently debarred or suspended by the Colorado State purchasing director or the head of any Colorado purchasing agency, (ii) is not listed on any federal government list of debarments, suspensions or voluntary exclusions, including but not limited to, the List of Parties Excluded From Federal Procurement or Nonprocurement Programs maintained by the General Services Administration, and (iii) neither bidder nor any person or firm who has an interest in bidder's firm is a person or firm ineligible to be awarded a federal government contract by virtue of any provision of federal law. In the event bidder cannot truthfully make the required statement, bidder shall furnish a detailed statement indicating the reasons therefore.

B. By submitting a bid, bidder authorizes the City to obtain information concerning bidder's performance on other projects it has performed during the prior five (5) years, including those listed by bidder and those not listed which City may become aware of. The bidder also waives and releases all claims against owners, architects, and engineers, and their agents and representatives, relating to or arising from the furnishing of such information to the City concerning bidder's performance on prior projects. In order to effectuate the intent of this clause, bidder may be required by City to execute information release authorization forms.

C. Any bidder may be required by the City to submit additional data to satisfy the City that such bidder is prepared to fulfill the Contract if it is awarded to them.

D. The failure of bidder to furnish any information which is or may be required to be furnished under this section shall be grounds for determining bidder not responsible.

5.6. BIDDING AND CONTRACT EXECUTION: CONDITIONS IN A BIDDER'S PROPOSAL

A bidder shall not stipulate in their proposal any conditions not contained in the Contract Documents.

5.7. BIDDING AND CONTRACT EXECUTION: QUANTITIES

Bidders must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the proposal and shall not after submission of their proposal, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

5.8. BIDS: DATA SHEETS

Where data sheets concerning equipment to be furnished are included in the Specification Documents as a part of the proposal, the bidder shall furnish the required information by filling in the data sheets complete in every detail. In the event that such data sheets are insufficient, or do not readily lend themselves to the correct description of the equipment, the bidder shall file with the bid additional statements setting out the necessary information. Failure to furnish such information as is required on the data sheets will be considered as grounds for rejecting the bid.

5.9. BIDS: SUBMISSION AND CONSIDERATION OF BIDS

A. All bids are to be made only on forms furnished by the City. No bid will be accepted which does not contain an adequate or reasonable price for each and every item named in the bidding schedule on the Contract bid form.

B. The City reserves the right to waive any or all informalities in bids.

C. The City reserves the right to reject any or all bids, or any or all parts of bids

D. A Colorado resident bidder shall be allowed a preference against a nonresident bidder to the extent authorized by, and subject to the limitations of the Colorado Revised Statutes; provided however, that this paragraph shall be suspended to the extent any such preference is inconsistent with a requirement of federal law or the terms and conditions of any grant or cooperative agreement to which the City is a party which relates to the Project.

5.10. BIDS: BID SECURITY

A. No bid will be received unless accompanied by a certified check, cashier's check, money order, bid bond or other suitable collateral, in the amount of not less than five percent (5%) of the

amount of the Total Base Bid plus all Bid Alternates, payable to the City as a guarantee that if the bid is accepted, the bidder will execute and file the proposed Contract and bonds within ten (10) business days from the date of the award of the Contract. On failure of the successful bidder to execute the Contract and furnish bonds, they shall forfeit the deposit as agreed as liquidated damages, and the acceptance of the bid will be contingent upon the fulfillment of this requirement by the bidder.

B. The bid security of the three lowest formal bidders for each contract may be held until the Contract is executed and approved and then returned to the bidders. The balance of bid securities submitted will be returned within seven (7) days after the opening of bids.

5.11. BIDS: SIGNING OF BIDS

A. Bids which are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

B. Bids which are signed for a co partnership should be signed by all of the co-partners or by an attorney in fact. If signed by an attorney in fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid.

C. Bids which are signed for a corporation should have the correct corporate name thereof and should be signed by the president or vice president.

D. If bids are signed for any other legal entity, the authorization of the person signing for such legal entity should be attached to the bid.

5.12. BIDS: MODIFICATION OF BIDS

Modification of bids already submitted will be permitted, provided such modification be in writing and transmitted to the Purchasing Agent of the City prior to closing time. Such modification shall not reveal the total amount of the original or revised bid.

5.13. BIDS: WITHDRAWAL OF BIDS

Any bidder may withdraw their bid any time prior to the closing time, but no bid shall be withdrawn for a period of one hundred twenty (120) days after closing time. Negligence or mistake on the part of the bidder shall not constitute a right to withdraw after closing time. Any bid received after closing time will be rejected.

5.14. BIDS: DUPLICATION OF BIDS

If more than one bid be offered by one party, all such bids shall be returned unopened. If duplicate bids are not discovered until after opening, such duplication shall be cause for immediate rejection of such bids. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on their own behalf.

5.15. BIDS: ALTERNATES

A. If the bid form includes alternates, each bidder shall bid on each alternate unless otherwise directed in the Special Conditions or other Contract Documents.

B. Each bidder must submit such special data, if any, in respect to such alternate which any section of the Contract Documents requires to be submitted with each bid.

5.16. BIDS: SUPPLEMENTAL UNIT PRICES

A. On a lump sum contract, or partial lump sum contract, the City reserves the right to reject any or all supplemental unit prices which it deems to be excessive or unreasonable.

B. In cases where any part or all of the bidding is to be received on a unit price basis, the quantities stated are not intended to govern. The quantities stated, on which unit prices are to be invited are approximate only, and each bidder will be required to make their own estimates of amounts, and to calculate their unit price bid accordingly. Bids will be compared on the basis of the stated number of units in the proposal form. Such estimated quantities, while made from the best information available, are approximate only. Payment on the Contract will be based on actual number of units installed on the completed work. In the event of an error in the extension of prices, the unit price bid shall govern.

5.17. CONTRACTS: AWARD OF CONTRACT

A. The Contract shall be awarded to the responsible bidder submitting the lowest and most responsive bid within one hundred twenty (120) days from the date of opening of said bids. Award shall be at the sole discretion of the City.

B. Subject to execution of the Contract by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated is equal to or in excess of the contract price; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Contractor shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

5.18. CONTRACTS: DEFINITION OF AWARD

The Contract shall be deemed to have been awarded when formal Notice of Award shall have been duly served upon the intended awardee (i.e., the bidder to whom the City contemplates awarding the Contract) by the Purchasing Agent of the City.

5.19. CONTRACTS: EXECUTION OF CONTRACTS AND BONDS

A. The successful bidder shall enter into a written contract agreement with the City on the form attached hereto. The bidder must comply with all State and Federal Laws as to provision of Workers' Compensation. Such contract agreement shall be subject to the Charter of Pueblo, the

Code of Ordinances, City of Pueblo, and the Ordinance, if any, creating any Special Improvement District formed to carry out this project.

B. Each contract shall be executed in one (1) original counterpart, unless instructed otherwise in Notice of Award, and there shall be executed original counterparts of the Contractor's Performance Bond and Payment Bond in equal number to the executed original counterparts of the Contract. Not less than two (2) copies of such executed documents will be retained by the City and one (1) copy will be delivered to the Contractor. The successful contractor must provide workers' compensation insurance and public liability and property damage insurance as outlined in the General Provisions of the Contract. The costs of executing the bonds and contract and insurance, including all notarial fees and expense, are to be paid by the Contractor to whom the Contract is awarded.

5.20. CONTRACT: CONTRACT SECURITY

The Contractor shall furnish a good and sufficient Performance Bond and Payment Bond on the forms attached hereto each in an amount not less than the full amount of the contract price, as security for the faithful performance of the Contract and for the payment of all persons performing labor and furnishing material in connection with the work. Said bonds shall be executed by a corporate surety duly authorized to issue bonds in the State of Colorado. Said bonds shall also be complete surety for all guarantees of materials and workmanship required by any provision of the Contract Documents or the specifications. If at any time during the continuance of the Contract a Surety on either of the Contractor's bonds becomes irresponsible or insolvent the City shall have the right to require additional and sufficient sureties which the Contractor shall furnish within ten (10) days after written notice to do so.

5.21. CONTRACTS: VERBAL AGREEMENTS

No verbal agreements or conversations with any agent or employee of the City, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

5.22. CONTRACTS: SCHEDULE OF UNIT PRICES

A. Promptly following the execution of the Contract Documents for all lump sum contracts, the Contractor shall prepare and transmit to the Engineer two copies of an itemized breakdown showing the unit quantities of each major construction item and the corresponding unit prices. Such unit prices shall contain all costs including profit, of each item complete in place. The total cost of all the items shall equal the contract price for the project. This breakdown when approved by the Engineer, will be used primarily in determining payment due the Contractor on periodical estimates. If, in the opinion of the Engineer, any unit price submitted by the Contractor is unbalanced, a detailed breakdown of the items contained in the unit will be required.

B. For contracts bid on a unit price basis, unit bid prices for substantially completed work will be used in determining payment due the Contractor on periodical estimates. Partially completed units may be paid for in periodical estimates.

5.23. SUBCONTRACTS: SUBCONTRACTORS

A. The Contractor shall as soon as possible after the execution of the Contract, notify the City in writing of the names of the subcontractors proposed on the Contract, and shall not employ any subcontractor that the City objects to as incompetent, unfit or otherwise disqualified. Additionally, Contractor shall not employ in the work any subcontractor, nor obtain materials from any supplier, who is (1) debarred or suspended by the Colorado state purchasing director or head of any Colorado purchasing agency or (2) listed on any federal government list of debarments, suspensions or voluntary exclusions, including but not limited to, the List of Parties Excluded from Federal Procurement or Nonprocurement Programs maintained by the General Services Administration.

B. The Contractor agrees to be fully responsible to the City for the acts or omissions of their subcontractors and of anyone employed directly or indirectly by the Contractor or subcontractors and this contract obligation shall be in addition to the liability imposed by law upon the contractor.

C. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City.

D. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General Provisions and the SPECIAL PROVISIONS of the Contract, Plans and Specifications as far as applicable to their work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City.

5.24. SUBCONTRACTS: ASSIGNMENT OF CONTRACT

No assignment by the Contractor of any principal construction 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 written approval of the City and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the City shall not relieve the Contractor of the obligations incurred by them under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"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."

5.25. SUBCONTRACTS: OTHER CONTRACTS

The City may award other contracts for additional work, at the site of the project (or other locations) and the Contractor shall fully cooperate with such other contractors and carefully fit their own work to

that provided under other contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

5.26. INDEMNITY AND INSURANCE: INDEMNITY

The Contractor and their sureties shall indemnify, defend and save harmless the City of Pueblo and all of its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damage received or sustained by any person or persons or property, on account of any negligent act or fault of the Contractor, their agents or employees, in performance of said Contract; or on account of the failure of the Contractor to provide necessary barricades, warning lights or signs; and shall forthwith pay any judgment, with costs, which may be obtained against the City, its officers, agents or employees, growing out of such injury or damage.

5.27. INDEMNITY AND INSURANCE: CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until Contractor has obtained at their own expense and without cost to the City all insurance required under this paragraph and such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain such insurance until the final acceptance by the City of all construction covered by the Contract.

A. **Commercial General Liability Insurance:** The Contractor shall secure and maintain during the period of this Contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Contractor with respect to all work performed by them and all their subcontractors under the Contract, to be written on a Commercial General Liability policy form CG 00 01. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall be endorsed naming the City of Pueblo, its agents, officers, and employees as additional insureds. To the extent that Contractor's work, or work under their direction, may require blasting, explosive conditions, or underground operations, the commercial general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property. The policy shall also provide coverage for contractual liability assumed by Contractor under the provisions of the Contract, and "Completed Operations and Projects Liability" coverage.

B. **Comprehensive Automobile Liability Insurance:** The Contractor shall procure and maintain during the period of the Contract and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Contractor from any and all claims arising from the use both on and off the site of the project of

automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Contractor.

C. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the period of this Contract and for such additional time as work on this project is being performed, Workers' Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that Contractor may have no employees as defined under said Act or that Contractor might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of Contractor performing work on the project irrespective of whether such employees may be shareholders, managers, partners or owners of Contractor or exempt employees under the Act. If any class of employees engaged in hazardous work under this Contract at the site of the project is not protected by the Workers' Compensation Statute, the Contractor shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. Workers' Compensation policy shall contain an endorsement waiving subrogation against the City.

D. **Inland Marine/Installation Floater Insurance:** All tools and equipment that the Contractor has at the job site or is owned by the Contractor and/or subcontractors are the responsibility of the Contractor, respectively. When specified in SPECIAL PROVISIONS Contractor shall obtain an installation floater to cover that portion of the work to be constructed, installed, altered or repaired by contractor. The installation floater policy must include coverage for the fixtures, materials, supplies, machinery and equipment used in or incidental to the construction project as well as property kept off-site or while in transit. Coverage must also include property of others in the contractor's care, custody or control including but not limited to materials paid for by City pursuant to General Provisions Section 5.63 of this contract. The City shall be named as loss payee on the policy with coverage extending through the final completion date for all materials or supplies purchased for the project. The City of Pueblo assumes no responsibility for protection, maintenance, or repair of any tools or equipment used on this project.

E. **Builder's Risk Insurance:** When specified in SPECIAL PROVISIONS, the Contractor shall secure and maintain during the period of this Contract, Builder's Risk "All Risk" Completed Value Insurance coverage (including vandalism) upon 100% of the cost of the entire project which is the subject of this Contract and including completed work, work in progress, and materials delivered to the site for incorporation therein. Such insurance shall include as additional named insureds, the City, its officers, agents and employees, and any other person with an insurable interest designated by the City as an Additional Named Insured. Such insurance may have a $2,500 maximum deductible clause, which deductible amount shall be the responsibility of the Contractor. In the event the project site is located within the floodway or floodplain, or located within 500 feet of any lake, stream, river or other natural watercourse, the policy shall contain a flood endorsement.

F. **Any Subcontractor Performing Work for the Contractor:** Any subcontractor performing work for the Contractor under the Contract shall provide certificates of insurance protection to the Contractor and to the City of Pueblo, Colorado, of the same type and in the same amounts as required by the Contractor.

G. **The Insurance Coverage:** The insurance coverage enumerated in the above subparagraphs constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at their own cost and expense, any additional kinds and amounts of insurance that, in their own judgement, may be necessary for their proper protection in the prosecution of the work.

H. **Certificates of Insurance:** Certificates of Insurance for Workers' Compensation Insurance, Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance shall be filed with the City prior to the execution of the Contract. Certificates for Inland Marine/Installation Floater Insurance and Builder's Risk Insurance shall also be filed with the City when such insurance is required for the project. Said insurance shall not thereafter be canceled, permitted to expire, or be changed without 30 days advance written notice to the City.

5.28. GUARANTEES, PATENTS, PERMITS: GUARANTEES

A. All work shall be constructed in compliance with applicable building and construction codes and must be guaranteed for a period of two (2) years from the date of final acceptance, or for such other period as may be required in the SPECIAL PROVISIONS.

B. In placing orders for equipment, the Contractor shall purchase same only under a written guarantee from the respective manufacturer that the equipment supplied will function satisfactorily as an integral part of the completed project in accordance with the plans and specifications. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time the order for equipment is placed, that they will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period the manufacturer will supply, without additional cost to the City, such superintendence and mechanical labor and any additional parts and labor needed to make the equipment function satisfactorily, even if same was not shown on approved shop drawings.

C. The provisions of this section concerning guarantee by Contractor shall be construed in a manner consistent with the requirements and limitations of 23 CFR § 635.413.

5.29. GUARANTEES, PATENTS, PERMITS: PERMITS, SURVEYS, AND COMPLIANCE WITH LAWS

A. Except as may otherwise be indicated in the Contract Documents, the Contractor shall procure at their own expense all permits, licenses, and bonds necessary for the prosecution of their work, and/or required by Municipal, State, and Federal regulations and laws, including, but not limited to, permits for transportation of materials and equipment, blasting, environmental permits, and any other permit required for the project or Contractor's operations, regardless of whether the necessity for such permit is disclosed in the plans and specifications.

B. The City will furnish all site surveys, easements, and rights of way necessary for construction of any permanent works required in the specifications, where such work is to be done on property other than the City's.

C. The Contractor shall give all notices, pay all fees and taxes, including City Sales and Use Taxes, and comply with all Federal, State and Municipal laws, ordinances, rules, and regulations and building and construction codes bearing on the conduct of the work. This Contract as to all matters not particularly referred to and defined herein shall notwithstanding be subject to the provisions of all pertinent ordinances of the Municipality within whose limits the work is constructed, which ordinances are hereby made part hereof with the same force and effect as if specifically set out herein.

D. This Contract is specifically subject to the provisions of the Charter of Pueblo, all applicable portions of the 1971 Code of Ordinances of Pueblo, Colorado, and of the ordinance, resolution or order of the City Council authorizing this improvement. The aggregate payment on this Contract may not exceed the estimates of the Engineer nor the amount budgeted for the project. If the cost of the improvement to be constructed under this Contract is to be assessed upon the owners of land benefited by such improvements, upon complaint of any such landowner that the improvement in not being constructed in accordance with the Contract, the Council may consider the complaint and make such order in the premises as shall be just, and such order shall be final and conclusive.

5.30. GUARANTEES, PATENTS, PERMITS: DEFENSE OF CLAIMS OR SUITS BY REASON OF PATENT INFRINGEMENT

The Contractor shall pay for all royalties and patents for any patented product used by them or incorporated in the work, and shall defend all claims or suits for infringement of any patent right brought against themself thereof; except such claims or suits arising by reason of patent infringements or unauthorized use of patented processes where such is the direct result of specification requirements (as distinguished from patented articles, apparatus, or equipment).

5.31. GUARANTEES, PATENTS, PERMITS: LICENSE OR ROYALTY FEES

If the project is designed so as to require or permit the use of a process or processes (as distinguished from articles, apparatus, or equipment) for which license or royalty fees will be charged, such fees for

the use of such processes will be paid by the Contractor to the Patentee, Licensee or owner of such process, and bidder shall include shall fees in their bid.

5.32. PLANS AND SPECIFICATIONS

A. All work shall be executed in strict conformity with the plans and specifications, and the Contractor shall do no work without proper drawings and instructions.

B. The City will furnish to the Contractor one (1) complete set of Contract Documents, including drawings. Additional copies of same or any part thereof shall be furnished at the expense of the Contractor.

C. Figured dimensions on the plans shall be taken as correct but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Engineer and their decision thereon shall be final. All notes on the plans shall be followed. Corrections of errors, or omissions on the drawings or specifications may be made by the Engineer when such correction is necessary for the proper execution of the work.

5.33. PLANS AND SPECIFICATIONS: INTENT OF CONTRACT DOCUMENTS

A. The sections of the Contract Documents and the contract plans are complementary, and what is called for by anyone shall be binding as if called for by all. The intention of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, and all other expense as may be necessary for the proper execution of the work.

B. Any work shown on the plans and not covered in the specifications or included in the specifications and not shown on the plans shall be executed by the Contractor as though shown both on the plans and included in the specifications. If the plans and specifications should be contradictory in any part, the specifications shall govern.

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

D. Any minor items not specifically called for in the plans and specifications, but which are necessary to complete the work ready for use in accordance with the requirements of good practice, as determined by the Engineer, shall be included as a part of the Contractor's bid price and furnished at no additional cost to the City.

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

5.34. PLANS AND SPECIFICATIONS: INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, they may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the documents will be made only prior to closing time and by written addendum duly issued or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the documents.

5.35. PLANS AND SPECIFICATIONS: STANDARD MANUFACTURER

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

5.36. PLANS AND SPECIFICATIONS: "OR EQUAL" CLAUSE

Whenever in any section of the Contract Documents, plans or specifications, any article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturers products of comparable equality, design, and efficiency.

5.37. PLANS AND SPECIFICATIONS: MATERIALS AND WORKMANSHIP

A. The Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, heat, transportation, and other facilities necessary for the execution and completion of the Contract. Unless otherwise stipulated in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for their purpose. The Contractor shall furnish to the Engineer, for their approval, the name of the manufacturer of machinery, mechanical and other equipment, which the Contractor contemplates installing, together with their performance capacities and other pertinent information.

B. If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well known established practice and standards recognized by architects, engineers, and the trade in so far as possible.

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

when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. All materials and workmanship shall be guaranteed by the Contractor and Surety for a period of two (2) years from date of final acceptance, or for such period as may be required in the SPECIAL PROVISIONS.

D. No material of any kind shall be installed in the project until it has been inspected and approved by the Engineer. All material rejected shall be immediately removed from the site of the work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once regardless of previous inspections.

E. At any time during the course of construction of this project when in opinion of the Engineer, provisions of the plans, specifications, or contract provisions are being violated by the Contractor or their employees, the Engineer shall have the right and authority to order all construction to cease or material to be removed, until arrangements satisfactory to the Engineer are made by the Contractor for resumption of the work in compliance with the provisions of the Contract.

5.38. PLANS AND SPECIFICATIONS: SHOP DRAWINGS

A. The Contractor, as soon as possible after approval of the source and the purchase of items of materials and equipment, shall submit to the Engineer all shop or setting drawings and schedules required for the work, including those pertaining to structural and reinforcing steel. The Contractor shall make any corrections in the drawings required by the Engineer, and resubmit same without delay.

B. Three final copies of all shop or setting drawings shall be submitted to the Engineer, who after checking will retain two copies and return one copy to the Contractor. The Engineer's approval of shop drawings of equipment and material shall extend only to determining the conformity of such equipment and materials with the general features of the design drawings prepared by the Engineer. Shop drawings are not part of the Contract Documents and do not modify the Contract Specifications. It shall be the responsibility of the Contractor to determine the correctness of all dimensions and minor details of such equipment and materials so that when incorporated in the work correct operations will result.

5.39. ENGINEER, INSPECTION, AND TESTING: AUTHORITY OF ENGINEER

A. The Engineer shall decide all questions which may arise as to the fulfillment of the Contract on the part of the Contractor and their decision thereon shall be final and conclusive. The Engineer shall have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

B. If, in the opinion of the Engineer, the work being done by the Contractor is in violation in any way with the terms of the Contract, the Engineer shall forthwith notify the Contractor to cease said violation.

C. The Engineer shall, upon presentation to them, make prompt decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. All such decisions of the Engineer shall be final and conclusive.

D. The Contractor shall submit schedules which shall show the order in which the Contractor proposes to carry on the work, but the right to stipulate the order in which the Contract shall be carried out is reserved to the Engineer.

E. In the event either City or Contractor remains dissatisfied with the final decision of the Engineer hereunder, the City or Contractor may seek judicial review thereof pursuant to Rule 106, C.R.C.P. In no event shall the Contractor slow or stop the work while a determination is pending under this section 3.51, and the City will continue to make payment in accordance with the Contract Documents except as to any amount in dispute.

5.40. ENGINEER, INSPECTION, AND TESTING: TESTING OF MATERIALS

A. Attention of the Contractor is directed to the materials tests required on this Contract. All laboratory tests shall be approved by an approved testing laboratory. The specific test requirements are set forth in the sections of these specifications which describe the materials or apparatus to be tested. The Contractor shall furnish the Quality Control materials to be tested and shall pay transportation charges and costs of testing on any samples required to be submitted to the laboratory.

B. Where certified test reports are required to be furnished by the manufacturer, the Contractor shall furnish duplicate copies of the reports before the material will be approved for use.

5.41. ENGINEER, INSPECTION, AND TESTING: STAKING WORK

A. The Engineer will set control stakes for general layout and all necessary grade stakes for construction work. The protection and care of such stakes shall be the responsibility of the Contractor. The Contractor may, at the discretion of the Engineer, be required to pay the cost of replacing stakes which are lost or destroyed. The detail layout of structures and staking of individual items shall be done by the Contractor subject to verification by the Engineer as to compliance with the contract plans and specifications. In any case, the Contractor shall be responsible for the correctness and accuracy of the detail layout of finished structures.

B. Any personnel engaged in the surveying work on the project by the Contractor or their subcontractors, who is judged by the Engineer to be incompetent shall be removed from the work and replaced by competent personnel.

5.42. ENGINEER, INSPECTION, AND TESTING: FAILURE TO COMPLETE WORK ON TIME

In case the Contractor shall fail to fully perform and complete the work in conformity with the provisions and conditions of the Contract within the specified time limit set forth in the Bid Form or within such

further time as, in accordance with the provisions of this agreement shall be fixed or allowed for such performance and completion, the Contractor shall and will pay to the City of Pueblo for each and every day of the additional time in excess of the contract time and any granted extensions thereof, the sum given in the following schedule which said sum per calendar day is agreed upon, fixed and determined by the parties hereto. The amounts shown are considered to be liquidated damages to reimburse the City for the additional costs caused by delayed completion and in no case constitute a penalty. The amounts set forth below may be reduced or supplemented for project specific considerations as provided for in SPECIAL PROVISIONS.

LIQUIDATED DAMAGES

ORIGINAL CONTRACT AMOUNT	AMOUNT OF LIQUIDATED DAMAGES PER DAY
Less than $49,999	$200.00
$50,000 to $99,999	$250.00
$100,000 to 249,999	$300.00
$250,000 to $499,999	$400.00
$500,000 to $999,999	$500.00
$1,000,000 and above	$1,000.00 plus any additional amount specified in Special Provisions

5.43. ENGINEER, INSPECTION, AND TESTING: INSPECTION

A. The Engineer and their authorized representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper and safe facilities for such access and for inspection.

B. The Engineer shall have the right to reject materials and workmanship which are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the City. If the Contractor does not correct such condemned work and remove rejected materials within a reasonable time fixed by written notice, the City may remove them and charge the expense to the Contractor.

C. Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any material respect due to fault of the Contractor or their subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent, will be allowed the Contractor.

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

E. If the Engineer shall point out to the Contractor, their foreman or agent any neglect or disregard of the contract provisions, such neglect or disregard shall be remedied and further defective work shall be at once discontinued.

F. The Contractor shall execute the work only in the presence of the Engineer or authorized inspectors, unless provision has been made for the work to proceed without complete engineering supervision or inspection. The presence of the Engineer or Inspector shall in no way relieve the Contractor of the responsibility of this Contract, or be any warrant for the furnishing of bad material or poor workmanship.

G. The inspection and supervision of the work by the Engineer is intended to aid the Contractor in applying labor, materials, and workmanship in compliance with the contract provisions. Such inspection and supervision, however, shall not operate to release the Contractor from any of their contract obligations.

5.44. CONTRACTOR'S WORKING CONDITIONS: SUPERINTENDENCE

A. The Contractor shall give their personal superintendence to the work or have at the site of the work at all times a competent foreman, superintendent, or other representative satisfactory to the Engineer and having authority to act for the Contractor. All directions given to them shall be as binding as if delivered to the Contractor. Such directions shall be confirmed upon written request to the Engineer by the Contractor or their superintendent.

B. In so far as it is practicable and except in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been designated to represent the Contractor shall so act and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the Contract.

5.45. CONTRACTOR'S WORKING CONDITIONS: LABOR

A. The Contractor shall employ none but competent and skilled workers and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among their employees. The Engineer shall have the authority to order removal from the work of any Contractor's employee who refuses or neglects to observe any of the provisions of these plans or specifications, or who is incompetent, unfaithful, abusive, threatening, or disorderly in their conduct, and any such person shall not again be employed on this project without permission of the Engineer.

B. Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type of class of labor in the several classifications of skilled and common labor employed on this project, as required and defined in the Colorado Revised Statutes; provided, however that this subsection (b) shall be suspended and of no effect to the extent

prohibited or inconsistent with a requirement of federal law or regulation or the terms and conditions of any grant or cooperative agreement to which the City is a party and which concerns the Project.

C. If required, Contractor shall comply with all of the Davis-Bacon Act. Contractor shall be responsible for educating its officers, employees, representatives, contractors, and subcontractors regarding the applicable Davis-Bacon wages to be paid on this project. Contractor shall be responsible for requesting additional classifications, if necessary, and appealing any wage decisions to the Department of Labor or other applicable governmental entity. Contractor assumes the risk of an unfavorable wage determination.

5.46. CONTRACTOR'S WORKING CONDITIONS: USE OF JOB SITE AND PRIVATE LAND

A. The Contractor shall confine their equipment, apparatus, the storage of materials and operations of their workers to limits indicated by law, ordinances, permits or directions of the City and shall not encumber the premises with their materials.

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

C. The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without the written authorization of the owner (or their agent) of the land, a copy of which authorization shall be filed with the City. The Contractor shall not interrupt, constrict, or alter established drainage ways on vacant lots or private land without first obtaining permission from the Engineer and the property owner.

5.47. CONTRACTOR'S WORKING CONDITIONS: PROTECTION OF THE PUBLIC, WORK, AND PROPERTY

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

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

C. The Contractor will be responsible for any and all damage to property, public or private, that may be caused by their operations in the performance of this Contract, and the Contractor shall

defend any suit that may be brought against themself or the City on account of damage inflicted by their operations, and shall pay any judgements awarded to cover such damage; provided, however, that if either party to this Contract should suffer injury or damages in any manner because of any wrongful act or neglect of the other party or of anyone employed by them, then they shall be reimbursed by the other party for such damage. Notice of pending claim for such reimbursement shall be made in writing to the party responsible within a reasonable time of the first observance of such damage, and the claim shall be filed and adjusted prior to the time of final payment.

5.48. CONTRACTOR'S WORKING CONDITIONS: ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable local ordinances, State, and Federal laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

5.49. CONTRACTOR'S WORKING CONDITIONS: INTERFERENCE WITH TRAFFIC

In executing the work on this project the Contractor shall not unnecessarily impede or interfere with traffic on public highways or streets. Any question as to what constitutes unnecessary interference with traffic or a hazard to traffic shall be determined by the Engineer and the Traffic Engineer of the City. The Contractor shall confer with and keep Police and Fire Departments of the City fully informed as to street or alleys which are to be closed to traffic for construction purposes. The Contractor shall be responsible for coordination of their work with all affected utilities.

5.50. CONTRACTOR'S WORKING CONDITIONS: SANITARY CONVENIENCES

The Contractor shall provide and maintain at the site of the construction work at all times, suitable sanitary facilities for use of those employed on this Contract without committing any public nuisance. Pit type toilets shall be of proper design and fly tight. All toilet facilities shall be subject to the approval of the Pueblo City County Health Department.

5.51. CONTRACTOR'S WORKING CONDITIONS: WORK IN BAD WEATHER

No construction work shall be done during stormy, freezing or inclement weather, except such as can be done satisfactorily, and in a manner to secure first class construction throughout, and then only subject to the permission of the Engineer.

5.52. CONTRACTOR'S WORKING CONDITIONS: COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting a bid, the Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. Contractor represents and warrants that to the extent required by said Act, all persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

5.53. CLEANUP AND FINAL COMPLETION: CLEANING UP AND FINAL INSPECTION

A. The Contractor shall at all times keep the site of the work free from accumulations of waste materials or rubbish caused by their employees or work and at the completion of the work they shall remove all their rubbish from and about the work and all their tools, equipment, scaffolding and surplus materials and shall leave their work clean and ready to use. In case of dispute, the City may remove the rubbish and surplus materials and charge the cost to the Contractor. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the City therefore.

B. All sewers, conduits, pipes and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction; and as the work or any part thereof approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. The Contractor shall furnish at their own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. Any undue leakage of water into the structures such as to make the work, in the opinion of the Engineer, fall short of first class work, shall be promptly corrected by the Contractor at their own expense. Cleaning and repairs shall be arranged, so far as practical, to be completed upon finishing the construction work. Notice to begin the final cleaning, and repairing, if such is needed, will be given by the Engineer, who at the same time will make their final inspection of the work. The Engineer will not approve the final estimate of any portion of the work until after the final inspection is made and the work found satisfactory.

5.54. CLEANUP AND FINAL COMPLETION: CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting or patching of their work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by, the plans and specifications of the completed project.

B. Any cost caused by defective or ill timed work shall be borne by the party responsible therefore.

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

5.55. CLEANUP AND FINAL COMPLETION: FINAL TESTS

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

5.56. CLEANUP AND FINAL COMPLETION: CORRECTION OF WORK AFTER FINAL PAYMENT

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

5.57. CLEANUP AND FINAL COMPLETION: TERMINATION FOR CAUSE

A. In the event the Contractor shall be adjudged as bankrupt, or shall make a general assignment for the benefit of their creditors, or a receiver shall be appointed on account of their insolvency, or if they shall persistently or repeatedly refuse or should fail to supply enough properly skilled workers or proper materials, or shall fail to maintain required insurance, or shall fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provisions of the Contract, the City may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, and unless within ten days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten days cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within thirty days from the date of the mailing to such Surety of a notice of termination, the City may take over the work and prosecute the same to completion for the account and at the expense of the Contractor, and the Contractor and their Surety shall be liable to the City for any excess cost thereby occasioned the City. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. The expense incurred by the City herein provided, and the damages incurred through the Contractor's default, shall be determined by the Engineer whose decision thereon shall be final and conclusive.

B. Where the Contract has been terminated by the City, said termination shall not affect or terminate any of the rights of the City as against the Contractor and their Surety then existing or which may thereafter accrue because of such default. Any retention by the City of the moneys due the Contractor under the terms of the Contract shall not release the Contractor or their Surety from liability for their default.

5.58. CLEANUP AND FINAL COMPLETION: FINAL ACCEPTANCE OF THE WORK

A. The Contract shall be deemed as having been finally accepted by the City upon authorization of final payment issued by the Engineer.

B. Use of part of the improvement by the City before completion of the entire project is not to be construed by the Contractor as an acceptance by the City of that part so used.

5.59. CLEANUP AND FINAL COMPLETION: COMMENCEMENT AND COMPLETION OF WORK

A. The Contractor shall commence work within three (3) calendar days of the date of execution of the Contract (unless otherwise stated in the Bid Form), and complete the Contract within the number of calendar days from the date of the Notice to Proceed as stated in the Bid Form.

B. The dates fixed for commencement and completion of the work shall be extended for a period equivalent to the time lost because of severe and unusual weather, non delivery of properly ordered materials, or other cause over which the Contractor is not responsible. The Contractor shall document reasons for requesting any such extensions in a letter to the Engineer, and the Engineer shall fix the period of extensions, if any, their decision being binding upon both parties. If satisfactory execution and completion of the Contract shall require work or materials in substantially greater amounts or quantities than those set forth in the Contract, then the contract time shall automatically be increased in the same proportions as the cost of the additional work bears to the original contracted for. No allowance will be made for delays or suspension of the prosecution of the work due to the fault of the Contractor or their subcontractors or suppliers.

5.60. CLEANUP AND FINAL COMPLETION: LIQUIDATED DAMAGES

A. In the event that the Contract has not been completed within the specified time (including any approved time extensions as described in Paragraph COMMENCEMENT AND COMPLETION OF WORK) the amounts set forth in Paragraph FAILURE TO COMPLETE WORK ON TIME will be deducted from the amount paid the Contractor, as liquidated damages.

B. No other liquidated damages will be charged for noncompletion within the specified time unless specifically stated in the Special Provisions.

5.61. CLEANUP AND FINAL COMPLETION: WAIVER OF STATUTORY LIMITATIONS AND CONDITIONS

The rights and remedies available to City under the Contract Documents, including the City's right to recover liquidated damages, are in addition to, and not limited by, any rights, remedies and limitations provided under law. By bidding upon and entering into this Contract, the Contractor specifically waives all provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statues including, without limitations, those relating to defects in the work under the Contract, limitation of damages and notice of claim process.

5.62. MEASUREMENT AND PAYMENT: MEASUREMENT OF WORK

A. If the bid for the work under this Contract is on a unit price basis, the actual number of units of each item of work to be constructed may be more or less than the corresponding number given in the bid form or plans, but no variation will be made in the contract unit prices on the account. No extra measurement of any kind will be allowed in measuring the units of work under this Contract, but the actual units of work shall be considered and all lengths will be measured on the centerline of the work, whether straight or curved. The Contractor will be paid the contract price for each unit of work done, which price will include the cost of all work described in the unit specifications.

B. The method of measurement shall be as described in that part of the specifications covering the particular units of work or materials furnished.

5.63. MEASUREMENT AND PAYMENT: PAYMENTS

A. The Contractor shall prepare and submit to the Engineer a detailed estimate of the work performed during the preceding calendar month, and at the time of completion of the work under the Contract, the Contractor shall prepare and submit to the Engineer a detailed estimate of the work performed since the last calendar month for which the Contractor has submitted an estimate, such estimates to be used after approval as a basis for periodical and final payments. In City's sole and absolute discretion, City may require certifications of payment by any supplier, subcontractor, and materialmen of Contractor with respect to the work performed.When approved, one copy of such estimate will be returned to the Contractor.

B. Not later than the 21st day after approval of periodic estimate and receipt of all other required payment submittals as detailed in SPECIAL PROVISIONS, the City will make partial payment to the Contractor on the basis of a duly certified and approved estimate and certifications, if required, of the work performed by the Contractor during the preceding calendar month. The City, at its discretion, may include in such monthly estimates payment for materials that will eventually be incorporated in the project, provided that such material is suitably stored on the site of the project at the time of submission of the estimate for payment. Payment for materials on hand but not in place, unless otherwise provided in the Special Provisions, shall be based on the Contractor's cost of such materials stored at the job site, as evidenced by material bills and freight bills. No additional allowances will be made for handling or drayage by the Contractor's forces, nor overhead, insurance, profit, or other incidental costs. The Contractor shall, if required by the Engineer, present certified copies of receipted bills and freight bills for such materials. Such material when so paid for by the City shall become the property of the City, and in case of default on the part of the Contractor, the City may use or cause to be used by others these materials in construction of the project.

C. The City will retain a percentage of the amount of each periodical estimate until the final completion and acceptance by the City of all work included in this Contract. Unless otherwise

specified in SPECIAL PROVISIONS , the percentage retained shall be 10%, except that the retainage on the periodic estimate considered to be the final estimate may be reduced by the Engineer to an amount deemed by them sufficient to complete minor work, effect minor repairs or perform minor cleanup, provided, however, that in no event may retainage be reduced to less than five percent (5%) of the original contract amount. Nothing in this section shall be construed to limit or restrict the City's right to withhold additional amounts pursuant to Section WAIVER OF STATUTORY RETENTION LIMITS of these General Provisions.

D. Final payment of the percentage retained by the City on the monthly periodical estimates and on the final estimate will be paid to the Contractor not more than thirty (30) days after final acceptance by the City of the work on this Contract and publication of the statutorily required Notice of Final Settlement.

5.64. MEASUREMENT AND PAYMENT: WAIVER OF STATUTORY RETENTION LIMITS

Contractor acknowledges that the City will retain up to 10% of each periodical estimate as set forth in paragraph PAYMENTS (c) above. By bidding upon and entering into this Contract, the Contractor knowingly and voluntarily waives any and all right or entitlement it may have for a lesser percentage to be retained from payments pursuant to Section 24-91-103(1)(a) of the Colorado Revised Statutes.

5.65. MEASUREMENT AND PAYMENT: CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATIONS THEREOF

A. The City may withhold, in addition to retained percentages, from any payment to the Contractor, such an amount or amounts as may be necessary to cover:

1. Claims filed with the City for labor or materials furnished in connection with the work;
2. Correction of defective work not promptly remedied by Contractor;
3. Amounts owed to their suppliers, subcontractors, and workers;
4. An amount sufficient to ensure completion if a reasonable basis exists to believe that the Contract cannot be completed for the balance then unpaid;
5. Damage caused by Contractor to another contractor or public or private property;
6. Excess cost of field engineering and inspection;
7. City Sales and Use Tax to which the City is entitled;
8. Liquidated damages.

B. The City may disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are

entitled to payment therefrom. The City will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

C. Neither the final payment nor any part of the retained percentage shall become due until 30 days after publication of Notice of Final Settlement on the Project and after the Contractor shall have delivered to the City a complete release for themself and all materialmen and subcontractors of all claims or liens arising out of the Contract, or receipt in full in lieu thereof. The Contractor may, however, furnish a bond, satisfactory to the City Attorney, to indemnify the City against any claim or lien. If any claim or lien remains unsatisfied after all payments are made, the Contractor and their Surety shall be liable to the City for all moneys that the latter may be compelled to pay in discharging such claim or lien, including all costs and reasonable attorney's fees.

5.66. MEASUREMENT AND PAYMENT: UNCORRECTED WORK

All work performed incorrectly or of incorrect materials shall be replaced before final payment. Final payment will be withheld until such corrections have been accomplished.

5.67. MEASUREMENT AND PAYMENT: CHANGE ORDERS

A. The Engineer, in writing, may direct that changes be made in the work to be performed or the materials to be furnished pursuant to the provisions of this Contract. A written change order which causes any increase in the original contract price shall include a statement that lawful appropriations have been made sufficient to cover the costs of the change order.

B. Adjustments, if any, in the amounts to be paid to the Contractor by reason of any such change shall be determined by one or more of the following methods:

1. By unit prices contained in the Contractor's original bid and incorporated in this construction contract;

2. By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in this construction contract; or by schedule of unit prices approved by Engineer pursuant to GENERAL PROVISIONS, CONTRACTS: SCHEDULE OF UNIT PRICES;

3. By an acceptable lump sum bid from the Contractor;

4. On a cost plus limited basis not to exceed a specified limit (defined as the cost of labor, materials, and insurance plus a specified percentage of the cost of such labor, materials, and insurance; provided the specified percentage does not exceed fifteen (15) percent of the aggregate cost of such labor, materials, and insurance and shall in no event exceed a specified limit). Provided, however, that the aggregate payment of all work shall in no case exceed the estimate of the Engineer.

C. No claims for an addition to the contract sum shall be valid unless authorized in writing as aforesaid.

D. In cases where a lump sum bid is submitted by the Contractor in excess of $500.00 (Five Hundred Dollars) and the Engineer considers the bid so submitted is excessive or unreasonable for the changes or added work contemplated, the City reserves the right to request a bid for the same changed items from other contractors. If a bid for such added work is obtained from other contractors at a lesser amount, the City reserves the right to make an award for such work to another contractor unless the Contractor on this Contract agrees to do the added or changed work for the price named by the other contractor.

E. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the City unless claim for such added work has been filed by the Contractor within ten (10) days after such alleged extra work was performed.

5.68. MEASUREMENT AND PAYMENT: SIGNIFICANT CHANGES IN CHARACTER OF THE WORK

A. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.

B. If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alternations or changes are in themselves significant changes to the character of the work, or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding loss of anticipated profit, will be made to the contract price. The basis for adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon for any reason what so ever, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

C. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

D. As used in this section, the term “significant change” shall be construed to apply only to the following circumstances:

1. When the character of the work as altered differs substantially and materially in kind or nature from that involved or included in the original proposed construction, or

2. When a major item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in

case of a decrease below 75 percent, to the actual amount of work performed. A major item is defined to be any item having an original contract value in excess of 10 percent of the original contract amount.

5.69. CONTRACTOR'S RIGHT TO TERMINATE: CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by them, or if the Engineer should fail without cause to issue any estimate within thirty (30) days after it is due, then the Contractor may, upon ten (10) days written notice to the City of Pueblo, stop work or terminate the Contract and recover from the City payment for all work executed plus any loss sustained upon any plant or material plus reasonable profit and damages.

5.70. TERMINATION FOR CONVENIENCE

Separate and in addition to termination for cause under Section 5.57 above, the City may terminate this Contract, in whole or in part, at any time for its convenience. Contract termination will be initiated by the Engineer's written Contract Termination Notice to the Contractor. The notice will specify the effective date and be approved by City Purchasing Director.

B. Cancelled Commitments. The Contractor, after receiving the Contract Termination Notice, shall cancel any outstanding commitments for procurement of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor shall use reasonable effort to cancel or divert any outstanding subcontract commitments to the extent they relate to any work terminated. With respect to such canceled commitments the Contractor shall:

1. Settle all outstanding liabilities and all claims arising out of these canceled commitments. Such settlements will be approved by the Engineer and shall be final; and

2. Assign to the City all of the rights, title and interest of the Contractor under the terminated orders and subcontracts, as directed.

The City will then have the right to settle or pay any or all claims arising out of the termination of these commitments.

C. Terminations Claims. The Contractor shall submit the termination claim to the Engineer within 90 days after the termination notice effective date. During the 90-day period, the Contractor may make a written request for a time extension in preparing the claim. Any time extension must be approved by the Engineer. If the Contractor fails to submit the termination claim within the time allowed, the Engineer may determine the amount due the Contractor by reason of the termination.

D. Payment. Subject to Section 5.39 above, the Contractor and Engineer may agree upon the whole or any part of the amount to be paid to the Contractor because of the termination. The amount may include reasonable cancellation charges incurred by the Contractor. The amount may also include any reasonable loss upon outstanding commitments for subcontracts that the Contractor is unable to cancel, provided the Contractor has made reasonable effort to divert the commitments to other activities. The amount agreed upon shall be embodied in a Contract Modification Order approved by City Finance

Director, and the Contractor shall be paid that amount. Payments claimed and agreed to pursuant to termination shall be based on the Contract unit prices. Payment for partially completed lump sum items may be made in the proportion that the partially completed work is to the total lump sum item. Where work performed is of a nature that it is impossible to separate the costs of uncompleted work from completed units, the Contractor will be paid the actual cost incurred for the necessary preparatory work and other work accomplished. The City may from time to time, under terms and conditions it may prescribe, make partial payments against costs incurred by the Contractor in connection with the contract termination. The total of such payments shall not exceed the amount, as determined by the Engineer, the Contractor will be entitled to hereunder.

E. Disposition of Work and Inventory. The Contractor shall transfer title and deliver to the City, as directed, such items which, if the Contract had been completed, would have been furnished to the City including:

1. Completed and partially completed work; and

2. Materials or equipment produced or in process or acquired in connection with the performance of the work terminated by the notice.

Other than the above, any termination inventory resulting from the contract termination may, with written approval of the Engineer, be sold or acquired by the Contractor under the conditions prescribed by and at prices approved by the Engineer. The proceeds of any such disposition shall be applied to reduce any payments to the Contractor under the Contract or shall otherwise be credited to the cost of work covered by the Contract or paid in a manner as directed. Until final disposition, the Contractor shall protect and preserve all the material related to the Contract that is in the Contractor's possession and that the City has or may acquire an interest.

F. Cost Records. The Contractor agrees to make cost records available to the extent necessary to determine the validity and amount of each item claimed.

G. Contractual Responsibilities. Termination of a Contract or portion thereof shall not relieve the Contractor of contractual responsibilities for the work completed, nor shall it relieve the Surety of its obligation for and concerning any just claim arising out of the work performed.

6. SPECIAL FUNDING REQUIREMENTS

6.1. Contract Provisions for Federal-Aid Construction Contracts

A. Form FHWA -1273 - Revised June 25, 2026, Contract Provisions for Federal-Aid Construction Contracts, is included as Attachment C.

B. Pursuant to the Federal Highway Administration (FHWA) Final Rule dated May 11, 2026 (*Rescinding Requirements Regarding Required Contract Provisions for Federal-Aid Construction Contracts*, FR Doc. 2026-09276, amending 23 CFR Part 633), the physical incorporation of Form FHWA-1273 in each construction contract or subcontract is no longer required; however, Contractor must comply fully with all applicable provisions contained in the form.

C. Notwithstanding any express provisions otherwise set forth in this Part 6, Contractor must comply fully with all applicable laws, regulations, executive orders, policies, and guidelines incorporated by reference in Form FHWA-1273. This includes, but is not limited to, the requirements related to:

1. Nondiscrimination
2. Davis-Bacon and Related Acts
3. Contract Work Hours and Safety Standards
4. Subletting or Assigning the Contract
5. Safety
6. False Statements Concerning Highway Projects
7. Clean Air Act and Federal Water Pollution Control Act
8. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
9. Certification Regarding Use of Contract Funds for Lobbying
10. Use of United States-Flag Vessels

D. The Contractor shall be responsible for compliance with all applicable laws, regulations, executive orders, policies, guidelines, and requirements as they relate to this project, by any subcontractor, lower-tier subcontractor, or service provider.

E. The Contractor must maintain necessary documentation and submit reports, certifications, or other verification of compliance as required by federal law or the City of Pueblo.

6.2. Nondiscrimination

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

A. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally- assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

B. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including any amendments thereto.

C. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

D. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** I In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   1. withholding payments to the contractor under the contract until the contractor complies; and/or

   2. cancelling, terminating, or suspending a contract, in whole or in part.

F. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs (A) through (F) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for

noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6.3. Pertinent Non-Discrimination Authorities

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21, including any amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

6.4. Davis-Bacon Prevailing Wages General Decision

The Department of Labor General Decision Number CO20260008 - Modification 1 05/18/2026 is included as Attachment D.

6.5. Requirements Regarding Delinquent Tax Liability or a Felony Conviction Under Any Federal Law

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

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

2. Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

B. **Definitions.** For the purposes of this contract, the following definitions apply:

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

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

3. **"Participant"** means the Recipient (the City of Pueblo), an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

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

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

D. **Mandatory Certifications (see VENDOR SUBMISSIONS).** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

1. Certify whether the entity has a Tax Delinquency; and

2. Certify whether the entity has a Felony Conviction.

E. **Prohibition.**

1. If

   a. the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

   b. an entity provides an affirmative response to either certification in section D; or

   c. an entity's certification under section D was inaccurate when made or became inaccurate after being made

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

F. **Mandatory Notice to the USDOT.**

1. If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the City of Pueblo shall notify the USDOT in writing of that entry.

2. If a Participant provides an affirmative response to either certification in section D, the City of Pueblo shall notify the USDOT in writing of that affirmative response.

3. If the City of Pueblo knows that a Participant's certification under section D was inaccurate when made or became inaccurate after being made, the City of Pueblo shall notify the USDOT in writing of that inaccuracy.

G. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the following is required:

1. The SAM check in section 2;

2. The certifications in section D;

3. The prohibition in section E; and

4. All Participants must notify the City of Pueblo in writing of any information that would require the City of Pueblo to notify the USDOT under section 5.

6.6. Text Messaging While Driving

A. The Contractor shall comply with Executive Order 13513, *Federal Leadership on Reducing Text Messaging While Driving* (October 1, 2009), and DOT Order 3902.10, *Text Messaging While Driving* (December 30, 2009). For the purposes of this provision, the following definitions apply:

1. **Motor Vehicles:** Any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway. This term excludes military design motor vehicles or any other vehicle excluded under Federal Management Regulation 102-34-15.

2. **Driving:** Operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

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

4. **Government:** The United States Government and State, local, and tribal governments at all levels.

B. **Workplace Safety Requirements.**

1. The Contractor, subcontractors, and all associated personnel are encouraged to adopt and enforce policies that reduce crashes caused by distracted driving, including banning text messaging while driving:

a. Company-owned or rented vehicles;

b. Government-owned, leased, or rented vehicles;

c. Privately owned vehicles when used for official Government business or while performing work under this contract.

2. Workplace safety measures should be commensurate with the size and structure of the organization and may include:

a. Establishing or revising rules or programs to prohibit text messaging while driving;

b. Conducting education, awareness, and outreach activities regarding the risks associated with texting while driving.

C. **Flow-Down Requirement.**

1. To the extent permitted by law, the Contractor shall include the substance of this provision, including this paragraph, in all subcontracts and sub-awards exceeding the micro-purchase threshold, except those for commercially available off-the-shelf items.

6.7. Noncollusion

Each bidder must certify that the person, firm, association, or corporation submitting the bid has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid (see VENDOR SUBMISSIONS).

6.8. Foreign Market Restrictions

Funds provided under this award may not be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

This restriction applies to all subcontracts and supplier agreements.

6.9. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

A. In accordance with 2 C.F.R. § 200.216, the Contractor and its subcontractors are strictly prohibited from using federal grant funds to:

1. Procure or obtain covered telecommunications equipment or services;

2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

B. As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3. Telecommunications or video surveillance services provided by such entities or using such equipment;

4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

C. For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

D. If the Contractor identifies that covered telecommunications equipment or services have been or are being used on this project during performance, the Contractor shall immediately notify the City in writing.

E. The Contractor must insert the full text of this provision, including this paragraph (E), in all subcontracts and lower-tier procurement contracts.

6.10. Procurement of Recovered Materials

A. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA)-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule.

2. Meeting contract performance requirements.

3. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

D. The Contractor further agrees to include these requirements in all subcontracts placed under this contract.

6.11. Domestic Sourcing Preference (Build America, Buy America)

A. Steel, iron, and manufactured products used in the project are subject to 23 U.S.C. 313 as implemented by the FHWA.

B. Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by OMB, USDOT, and FHWA.

C. To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Contractor and all of its subcontractors will to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that Contractor may enter into.

6.12. Workforce Development and Labor-Management Training Partnerships

In accordance with the requirements of the grant funding, the Contractor shall support the free and fair choice of workers to join a union in the delivery and implementation of the Project. The Project will involve planning, design, and construction activities performed by professionals and tradespeople and will create good-paying jobs that uphold strong labor standards.

To advance these objectives, the Contractor shall participate in relevant workforce development opportunities and labor-management partnership training programs. Such participation may include the use of workforce development services offered by labor-management training partnerships, including but not limited to joint apprenticeship training programs, skills-upgrade training, safety training, and career pathway development initiatives. Workforce development opportunities may utilize resources available through the U.S. Small Business Administration, the U.S. Department of Labor, the Colorado Workforce Development Center, or other qualified entities offering labor-management training services.

The Contractor shall ensure that all subcontractors are informed of these requirements and shall include the substance of this provision in all subcontracts issued for work performed under this solicitation. All Participants performing work on the Project must engage in applicable workforce development and labor-management partnership training opportunities that support skill development, job quality, and worker choice.

On the Job Training Requirements are detailed in SPECIAL PROVISIONS and Attachment H.

6.13. Contracting with Small, Minority, Women's Business Enterprises, and Labor Surplus Area Firms

A. In accordance with 2 CFR 200.321, the Contractor must actively promote and support the inclusion of small, minority-owned, and women-owned, veteran-owned, and labor surplus area firms.

B. Contractor shall:

1. Include these business types on solicitation lists;
2. Solicit these business types whenever they are deemed eligible as potential sources;
3. Divide procurement transactions into separate procurements to permit maximum participation by these business types;
4. Establish delivery schedules that encourage participation by these business types;
5. Utilize organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

C. The Contractor must maintain documentation of these efforts for compliance purposes.

D. The Contractor must include these requirements in all lower-tier subcontracts.

6.14. Trafficking in Persons (2 CFR Part 175)

A. This provision applies to all **Contractors, subcontractors, suppliers, consultants, and any other private entities** performing work under this federally funded contract.

B. **Prohibited Conduct:** Under 2 CFR Part 175, Appendix A, the Contractor, its employees, subcontractors, subrecipients, and agents shall not:

1. Engage in severe forms of trafficking in persons;
2. Procure commercial sex acts during the period of performance of this contract;
3. Use forced labor in the performance of this contract;
4. Engage in acts that directly support or advance trafficking in persons, including:
    a. Destroying, concealing, removing, or confiscating identity or immigration documents;
    b. Failing to provide return transportation to an employee recruited from outside the United States;
    c. Soliciting labor through materially false or fraudulent pretenses;
    d. Charging employees recruitment or placement fees;
    e. Providing or arranging housing that does not meet applicable safety standards.

C. **Remedies for Violations:** If FHWA determines that the Contractor or any subcontractor has violated this provision, the Federal Government may, without penalty:

1. Terminate the award, contract, or subcontract, in whole or in part;
2. Suspend contract performance;
3. Take any other remedial action authorized under 22 U.S.C. 7104b(c).

D. **Reporting Requirement:** The Contractor shall immediately report credible information indicating any violation of this provision to the City of Pueblo.

E. **Flow-Down Requirement:**The Contractor shall insert the substance of this clause in all lower-tier subcontracts, purchase orders, agreements, or sub-awards issued under this project. Compliance with this clause is a material requirement of FHWA-funded contract performance.

6.15. Additional Federal Laws and Regulations

Contractor stipulates and acknowledges that federal financial assistance will be used to fund all or a portion of the contract. The Contractor assures and certifies that they will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements. The additional applicable provisions may include, but are not limited to, the following whether separately stated in this Part 6 or Attachment C - FHWA-1273:

General Federal Legislation

- Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- Hatch Act – 5 U.S.C. 1501, et seq.
- National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- American Indian Religious Freedom Act, P.L. 95-341, as amended
- Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.

- Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 541, et seq.
- Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
- Freedom of Information Act – 5 U.S.C. 552, as amended
- Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
- Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
- Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
- Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303 and 23 U.S.C. 138
- Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
- Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
- Wilderness Act – 16 U.S.C. 1131-1136
- Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
- The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- Cargo Preference Act of 1954 – 46 U.S.C. 55305

- Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

- Executive Order 11990 – Protection of Wetlands
- Executive Order 12372 – Intergovernmental Review of Federal Programs
- Executive Order 12549 – Debarment and Suspension
- Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
- Executive Order 14025 – Worker Organizing and Empowerment
- Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
- Executive Order 14154, Unleashing American Energy
- Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

General Federal Regulations

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR Parts 200, 1201
- Investigative and Enforcement Procedures – 14 CFR Part 13
- Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 CFR Part 24
- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
- Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
- DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 CFR Part 35
- Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28

- Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 CFR Part 30
- Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32

Office of Management and Budget Circulars

- Any applicable OMB Circular.

Highway Federal Legislation

- Highways – Title 23, U.S.C.
- Letting of Contracts, 23 U.S.C. 112
- Highway Design and Construction Standards, 23 U.S.C. 109
- Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- Size, Weight, and Length Limitations – 23 U.S.C. 127, 49 U.S.C. 31101 et seq.
- Efficient Environmental Reviews - 23 U.S.C. 139

Federal Highway Regulations

- Highways – Title 23, CFR
- Planning – 23 CFR Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- National Highway System Design Standards – 23 CFR Part 625
- Preconstruction Procedures – 23 CFR Part 630 Subparts A and B
- Construction and Maintenance – 23 CFR Part 635
- Manual on Uniform Traffic Control Devices – 23 CFR Part 655
- Environmental Impact and Related Procedures – 23 CFR Part 771
- Procedures for Abatement of Highway Traffic and Construction Noise – 23 CFR Part 772
- Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 CFR Part 774
- Permitting Requirements under the National Pollutant Discharge Elimination System – 40 CFR Part 122
- External Programs – 23 CFR Part 23

Specific assurances required by any of the above applicable laws, regulations, or circulars are incorporated by reference.

6.16. Remedies

A. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

B. The City may withhold any amount that may be due Contractor as the City deems necessary to protect the City against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the City in procuring from third parties replacement products and services necessary to complete the project.

C. City may deny payment for products not received and services not performed, or that due to Contractor's actions/inactions cannot be delivered/performed, or if they were delivered/performed and are reasonably of no value to the City, provided that any denial of payment shall be equal to the value of the City's obligations for products/services not delivered/performed.

6.17. Termination for Cause and Convenience

A. Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed above and may immediately terminate the agreement upon written notice to Contractor.

B. Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.

C. Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

6.18. Additional Provisions

A. Access to Records. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which

are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the federal fund and/or grant provider or authorized representatives access to construction or other work sites pertaining to the work being completed under the Project.

D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

E. Changes. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.
Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

F. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

G. Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contact.

7. VENDOR SUBMISSIONS

The answers to following questions constitutes the Contractor's Bid Proposal.

7.1. BID GUARANTEE*

To submit a bid bond - Please download the document provided below, complete, and upload.

To submit a certified check, cashier's check, or money order - **Please scan and upload a copy of your check or money order. The original check or money order must be delivered to the Purchasing Department in person or via mail by the bid submittal deadline date.**

If sending by mail the envelope must be addressed to:

City of Pueblo Purchasing Department

230 S. Mechanic Street

Pueblo, CO 81003

The Bid Number and Name must be listed clearly on the outside of the envelope.

- Bid_Bond.pdf

*Response required

7.2. CONFIRMATION OF UNDERSTANDING AND OFFER*

Bidders are responsible for obtaining, reading, and carefully examining the entire Contract Documents package, including any Addenda, prior to submitting a bid. Confirming below will serve as the Bidder's acknowledgement of understanding and ability to comply with all requirements and conditions of this project and that all mandatory submittals are included in this bid proposal. **Confirmation must be made by an agent who is legally authorized to bind the company.**

By confirming below Bidder hereby proposes to furnish all labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the pricing schedule.

The Contract shall be awarded to the responsible bidder submitting the lowest and most responsive bid on the basis of the Total Base Bid plus any Bid Alternates selected. Award shall be at the sole discretion of the City.

The sum of the Total Base Bid plus all Bid Alternates shall be the basis for establishing the Bid Bond amount. The sum of the Total Base Bid plus any Bid Alternates selected by the City shall be the basis for establishing the amount of the Payment and Performance Bonds for this Contract.

Quantities shown on the pricing schedule are subject to additions or reductions. The City reserves the right to adjust the required quantities as necessary. Additional quantities shall be furnished by Bidder at

the unit price quoted. The time allowed for construction shall be adjusted in direct proportion to the difference of the adjusted quantities to the estimated quantities.

By confirming below Bidder acknowledges that they have examined the quantities shown against the plans and specifications and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be completed. Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options. It is the Bidder's sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidder's failure to follow this requirement.

The Bidder, if awarded the Contract, agrees to complete and file the Contract Agreement and Payment and Performance Bonds within ten (10) days of the date of Notice of Award, and further agrees to complete the work within 365 calendar days from Notice to Proceed. Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS.

Bidders shall not add any conditions or qualifying statements to this bid. If such items are added the bid may be declared nonresponsive and rejected.

Bidder shall be subject to all applicable City, County, State, and Federal Taxes in the performance of this Contract.

☐ Please confirm

*Response required

7.3. NAME, TITLE, AND CONTACT INFORMATION*

Enter the Name, Title, and Contact Information, **including phone number and email address**, of the person providing the Confirmation of Understanding and Offer.

*Response required

7.4. SAM.gov REGISTRATION*

Upload documentation of active SAM.gov registration with no active exclusions.

*Response required

7.5. ACKNOWLEDGEMENTS

*7.5.1. AFFIRMATIVE ACTION PLAN REQUIREMENT:**

In accordance with LABOR PROVISIONS , Section 2: Nondiscrimination and Equal Employment Opportunity Requirements, the bidder hereby acknowledges that they have a written affirmative action plan which declares that the Contractor and its Subcontractor(s) do not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Bidder further understands that the written plan must be submitted to the City of Pueblo Purchasing Department (and the applicable federal agency in the case of Federally funded projects) within ten (10) days of the award of contract.

Neither the receipt by the City of this completed form, nor of any Affirmative Action Plan submitted by any bidder, contractor, or subcontractor, shall constitute any determination by the City of the adequacy of any Affirmative Action Plan.

Please confirm your acknowledgment of the above statement:

☐ Please confirm

*Response required

*7.5.2. PERFORMANCE OF WORK REQUIREMENT:**

The bidder hereby acknowledges understanding of the performance of work requirement as set forth in SPECIAL PROVISIONS, Section REQUIRED WORK BY GENERAL CONTRACTOR and certifies that they are in compliance with this provision or will be upon award.

Please confirm your acknowledgment of the above statement:

☐ Please confirm

*Response required

*7.5.3. INSURANCE REQUIREMENTS**

Bidder hereby acknowledges understanding of the insurance requirements as set forth in GENERAL PROVISIONS, INDEMNITY AND INSURANCE: CONTRACTOR'S INSURANCE and certifies that they are in compliance with these requirements or will be upon award.

Please confirm your acknowledgment of the above statement:

☐ Please confirm

*Response required

*7.5.4. COLORADO LABOR REQUIREMENT:**

The bidder named below hereby acknowledges understanding of the Colorado labor requirement as set forth in GENERAL PROVISIONS, CONTRACTOR'S WORKING CONDITIONS: LABOR, sub-paragraph (b) and certifies that they are in compliance with this provision or will be upon award.

Please confirm your acknowledgment of the above statement:

☐ Please confirm

*Response required

*7.5.5. SALES AND/OR USE TAX INFORMATION**

CITY OF PUEBLO SALES OR USE TAX –

The Contractor and any Subcontractors shall pay all applicable City of Pueblo Sales or Use taxes. All General Contractors and Subcontractors are mandated to be licensed with the City of Pueblo Sales Tax Office. Please refer any questions on City Sales or Use Taxes to the City of Pueblo, Department of Finance. Their telephone number is (719) 553-2659.

Please note, there are NO tax-exempt projects within the City of Pueblo.

STATE OF COLORADO SALES OR USE TAX –

The exemption of building materials from State Sales or Use Tax in Colorado Revised Statutes applies only to the State of Colorado Sales or Use Taxes. Please refer any questions on State Taxes to the State of Colorado, Department of Revenue.

PUEBLO COUNTY SALES OR USE TAX –

The State of Colorado collects all sales or use tax for the County of Pueblo; therefore, any exemption allowed by the State applies to the County.

Please confirm you acknowledge the above statements:

☐ Please confirm

*Response required

7.6. CERTIFICATIONS

*7.6.1. CERTIFICATION STATEMENT**

By confirming below, Bidder certifies and affirms that all statements below are true and binding. If the City finds verifiable information from another source that conflicts with the response provided, Bidder's submittal will be rejected.

This firm or any officer or partner of this firm:

- Has not been convicted of a criminal offense related to obtaining or performing a public or private contract or subcontract.
- Has not been convicted under local, state, or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty which directly affects responsibility as a City contractor.
- Has not been convicted under local, state, or federal antitrust statutes arising out of the submission of bids or proposals.
- Has not failed to perform or unsatisfactorily performed in accordance with the terms of one or more contracts with public or private entities within the previous five years.
- Is not currently under suspension or debarment by the City or any other governmental entity based upon a settlement agreement or a final administrative or judicial determination issued by a federal, state, or local governmental entity.
- Is qualified and financially able to timely perform the work.
- Is licensed or able to be duly licensed to perform the work on the date of the contract award.
- Is not delinquent in making payment of any City taxes for which the tax liability has been finally determined and no further right of appeal exists.

Do you confirm that the above statements are true?

☐ Yes
☐ No

*Response required

When equals "No"

*7.6.2. EXPLANATION OF NEGATIVE RESPONSE**

A clear and concise explanation must be provided detailing which statement(s) cannot be confirmed as true and why.

*Response required

*7.6.3. CERTIFICATION OF PREVAILING WAGES & ADDITIONAL WAGE CLASSIFICATION RESPONSIBILITY**

By submitting a bid for this project, the Contractor certifies and affirms the following:

- I have the authority to sign on behalf of the company contracting for this project.
- I have reviewed the wage decision provided within the project specifications and find that it is the most current wage determination published by the U.S. Department of Labor for the proposed project scale in our locale.
- I acknowledge that the wage decision provided with the project specifications may not include all of the trades or categories of labor necessary to complete the project. I acknowledge that the Contractor is responsible for determining whether additional classifications are necessary.
- I acknowledge that it is the Contractor's sole responsibility to pay prevailing wages for the project, and barring due process allowed by the U.S. Department of Labor (DOL), the Contractor will bear, solely, the additional cost, if any, as a result of the DOL wage determination for the additional classifications required to complete the original scope of project.

☐ Please confirm

*Response required

*7.6.4. CERTIFICATION OF PREVAILING WAGE CLASSIFICATIONS **

By submitting a bid for this project, the Contractor certifies and affirms the following (select appropriate option).

☐ I have reviewed the wage classifications contained in the project's wage decision and find that NO additional wage classifications are required to complete the project.
☐ I have reviewed the wage classifications contained in the project's wage decision and find that additional wage classifications ARE required to complete the project. I acknowledge that the Contractor

is responsible for requesting and obtaining Prevailing Wage Rates for the additional classifications from the U.S. Department of Labor.
*Response required

*7.6.5. CERTIFICATION REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER FEDERAL LAW**

By confirming below, Bidder certifies and affirms that all statements below are true and binding. If the City finds verifiable information from another source that conflicts with the response provided, Bidder's submittal will be rejected.

This firm or any officer or partner of this firm:

- Does not have a tax delinquency.
- Does not have a felony conviction.

Do you confirm that the above statements are true?

☐ Yes
☐ No

*Response required

When equals "No"

*7.6.6. EXPLANATION OF NEGATIVE RESPONSE**

A clear and concise explanation must be provided detailing which statement(s) cannot be confirmed as true and why.

*Response required

*7.6.7. CERTIFICATION OF NONCOLLUSION**

By confirming below, Contractor certifies the following:

- The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
- Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or noncompetitive bid or other form of complementary bid.

- No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
- The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
- My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
- My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
- I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
- All information provided is accurate under penalty of perjury.

☐ Please confirm

*Response required

8. PRICING TABLE

BASE BID

Line Item	Contract Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
1	201-00000	CLEARING AND GRUBBING	1	L S		
2	202-00035	REMOVAL OF PIPE	104	LF		
3	202-00203	REMOVAL OF CURB AND GUTTER	525	LF		
4	202-00220	REMOVAL OF ASPHALT MAT	1,000	SY		
5	202-00810	REMOVAL OF GROUND SIGN	2	EACH		
6	202-01000	REMOVAL OF FENCE	100	LF		
7	203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	27,900	CY		
8	206-00000	STRUCTURE EXCAVATION	733	CY		
9	206-00100	STRUCTURE BACKFILL (CLASS 1)	419	CY		
10	206-00530	FILTER MATERIAL (CLASS C)	95	CY		
11	206-01000	BED COURSE MATERIAL	297	CY		
12	207-00405	TOPSOIL (SPECIAL)	189	CY		
13	207-00606	TOPSOIL (IMPORTED)	1,000	CY		
14	208-00020	SILT FENCE	4,040	LF		
15	208-00041	ROCK CHECK DAM	17	EACH		

Line Item	Contract Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
16	208-00045	CONCRETE WASHOUT STRUCTURE	2	EACH		
17	208-00053	STORM DRAIN INLET PROTECTION (TYPE I) (84 INCH)	9	EACH		
18	208-00056	STORM DRAIN INLET PROTECTION (TYPE III)	3	EACH		
19	208-00057	STORM DRAIN INLET PROTECTION (TYPE I) (144 INCH)	6	EACH		
20	208-00058	STORM DRAIN INLET PROTECTION (TYPE I) (204 INCH)	3	EACH		
21	208-00070	VEHICLE TRACKING PAD	2	EACH		
22	208-00106	SWEEPING (SEDIMENT REMOVAL)	32	HOUR		
23	208-00107	REMOVAL OF TRASH	32	HOUR		
24	208-00207	EROSION CONTROL MANAGEMENT	16	DAY		
25	208-00301	TEMPORARY DIVERSION	200	LF		
26	210-04010	ADJUST MANHOLE	5	EACH		
27	211-03005	DEWATERING	1	L S		
28	212-00006	SEEDING (NATIVE)	2.5	ACRE		
29	213-00003	MULCHING (WEED FREE)	2.5	ACRE		
30	214-00900	PERENNIALS (#2 CONTAINER)	250	EACH		

Line Item	Contract Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
31	216-00015	SOIL RETENTION BLANKET (EXCELSIOR)	4,261	SY		
32	240-0000	WILDLIFE BIOLOGIST	40	HOUR		
33	304-06000	AGGREGATE BASE COURSE (CLASS 6)	13,055	TON		
34	306-01000	RECONDITIONING	20,800	SY		
35	403-33751	HOT MIX ASPHALT (GRADING S) (75) (PG 64-28)	5,035	TON		
36	403-34771	HOT MIX ASPHALT (GRADING SX) (75) (PG 76-28)	1,375	TON		
37	420-00112	GEOTEXTILE (DRAINAGE) (CLASS 1)	547	SY		
38	420-00114	GEOTEXTILE (DRAINAGE) (CLASS 3)	793	SY		
39	506-00406	SOIL RIPRAP (6 INCH)	44	CY		
40	506-00424	SOIL RIPRAP (24 INCH)	125	CY		
41	514-00201	PEDESTRIAN RAILING (STEEL)(SPECIAL)	132	LF		
42	516-00000	DAMPPROOFING (ASPHALT)	283	SY		
43	601-03000	CONCRETE CLASS D	13	CY		
44	601-03030	CONCRETE CLASS D (BOX CULVERT)	284	CY		
45	601-03050	CONCRETE CLASS D (WALL)	38	CY		

Line Item	Contract Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
46	602-00020	REINFORCING STEEL (EPOXY COATED)	69,926	LB		
47	602-00210	WELDED WIRE FABRIC	26	SY		
48	603-01155	15 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	214	LF		
49	603-01185	18 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	173	LF		
50	603-01245	24 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	575	LF		
51	603-01305	30 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	2,191	LF		
52	603-05030	30 INCH REINFORCED CONCRETE END SECTION	1	EACH		
53	603-50024	24 INCH PLASTIC PIPE	25	LF		
54	603-50036	36 INCH PLASTIC PIPE	5	LF		
55	603-83008	8 INCH SEWER PIPE	1,240	LF		
56	604-00305	INLET TYPE C (5 FOOT)	3	EACH		
57	604-19105	INLET TYPE R L 5 (5 FOOT)	8	EACH		
58	604-19205	INLET TYPE R L 10 (5 FOOT)	4	EACH		
59	604-19210	INLET TYPE R L 10 (10 FOOT)	1	EACH		

Line Item	Contract Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
60	604-19305	INLET TYPE R L 15 (5 FOOT)	3	EACH		
61	604-30005	MANHOLE SLAB BASE (5 FOOT)	2	EACH		
62	604-30010	MANHOLE SLAB BASE (10 FOOT)	14	EACH		
63	604-30015	MANHOLE SLAB BASE (15 FOOT)	1	EACH		
64	604-31015	MANHOLE BOX BASE (15 FOOT)	4	EACH		
65	604-50200	MANHOLE RING AND COVER	4	EACH		
66	605-00040	4 INCH PERFORATED PIPE UNDERDRAIN	920	LF		
67	606-00302	GUARDRAIL TYPE 3 (31 INCH MIDWEST GUARDRAIL SYSTEM)	385	LF		
68	606-02003	END ANCHORAGE (NONFLARED)	4	EACH		
69	607-11525	FENCE (PLASTIC)	3,520	LF		
70	607-53148	FENCE CHAIN LINK (48 INCH)	85	LF		
71	608-00000	CONCRETE SIDEWALK	5,795	SY		
72	608-00010	CONCRETE CURB RAMP	530	SY		
73	609-21030	STANDARD CURB & GUTTER	7,685	LF		
74	614-00011	SIGN PANEL (CLASS I)	137	SF		

Line Item	Contract Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
75	614-00216	STEEL SIGNPOST (2X2 INCH TUBING)	376	LF		
76	619-06120	12 INCH DUCTILE IRON PIPE	150	LF		
77	619-50640	8 INCH PLASTIC PIPE	840	LF		
78	619-50960	12 INCH PLASTIC PIPE	1,860	LF		
79	619-78048	6 INCH FIRE HYDRANT	5	EACH		
80	625-00000	CONSTRUCTION SURVEYING	1	L S		
81	626-00000	MOBILIZATION	1	L S		
82	627-00008	MODIFIED EPOXY PAVEMENT MARKING	77	GAL		
83	627-30405	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)	85	SF		
84	627-30410	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-STOP LINE)	1,360	SF		
85	630-00016	TRAFFIC CONTROL	1	L S		
86	630-80335	BARRICADE (TYPE 3 M-A) (TEMPORARY)	6	EACH		
TOTAL						

ALLOWANCES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
87	On The Job Training Allowance - maximum $10 per training hour	1,000	HOURS	$10.00	
TOTAL					