

STATEMENT OF WORK

Miscellaneous Substation Electrical Construction

1.0 Introduction

Colorado Springs Utilities is seeking contractor(s) to provide supervision, labor, materials, equipment, and supplies for Miscellaneous Substation Electrical Construction services to include, but is not limited to: equipment grounding, ground grid construction, excavating for conduit installation, trenching for conduit installation, cable pulling and other conduit/duct installation Work or other Miscellaneous Substation Electrical Construction, as directed by UTILITIES as more fully described in this Statement of Work (“Work”).

For the purpose of this document, Colorado Springs Utilities will be referred to as (“UTILITIES”). UTILITIES’ Project Manager will be referred to as (“PM”). Contractor, individuals, or companies responding to this solicitation shall be referred to as (“CONTRACTOR”).

The expected result of this solicitation shall be a 2 year Blanket contract with two, 1 year renewal options that shall be mutually agreed upon in writing.

Actual requirements may vary during the term of the contract. UTILITIES does not guarantee a minimum total purchase. CONTRACTOR shall provide the equipment, personnel and material as specified to handle the requirements of UTILITIES and this Statement of Work.

During the term of the contract, CONTRACTOR shall perform the Work as defined in each specific scope of Work, described on a Release Purchase Order. Work shall be performed in accordance with Sections 1.1 and 1.2 below.

1.1 Release Purchase Order Conditions:

Each Release Purchase Order shall include a firm scope of Work (work description), schedule, and cost.

1.2 The Work shall be performed on a firm fixed price for each Release Purchase Order and/or as mutually agreed to in writing by both parties. Any pre-approved additional work, as more fully described in Section 7.0, Additional Work, shall be compensated at the rates set forth in Exhibit B and/or as mutually agreed to in writing by both parties.

2.0 Background

There are approximately 64 Substations within UTILITIES’ service area, which is primarily in the El Paso County area. These Substations require specific Miscellaneous Electrical Construction services. UTILITIES’ Substation voltages range from 120V to 230kV. CONTRACTOR shall perform Work in a Substation environment with energized equipment, overhead cable and underground cable. Electrical Work will be performed in a ground- grid connected environment, which typically extends three (3) feet outside the Substation fence.

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3.0 Definitions

The following definitions will apply to this Statement of Work and resulting contract(s):

Apprentice Electrician: Individual who is under an official State of Colorado apprenticeship program.

Site Foreman: Journeyman-level qualified individual who is in charge of a project and of supervising crew members, as directed by the General Foreman. The Site Foreman shall meet Journeyman level qualification.

General Foreman: Individual who is in charge of a project and of supervising crew members and is the point of contact for UTILITIES. The General Foreman shall have at a minimum, a Journeyman level qualification.

Journeyman-level Electrician: Individual who has satisfactorily completed the levels of apprenticeship and training, with a State of Colorado license under this classification.

Master Electrician: Individual who has satisfactorily completed the levels of apprenticeship and training, with a State of Colorado license under this classification.

4.0 Scope

CONTRACTOR shall provide Miscellaneous Substation Electrical Construction services, as requested by UTILITIES that include, at a minimum: supervision, labor, materials, equipment, supplies, mobilization, demobilization, cleanup, and disposal for equipment grounding, and ground grid construction, excavating for conduit installation, trenching for conduit installation, cable pulling and other conduit/duct installation Work.

The extent of Work to be performed shall be specified by UTILITIES' PM and agreed upon with CONTRACTOR prior to commencement of Work, and as described in sections 1.1 and 1.2 above.

For each request, UTILITIES shall notify CONTRACTOR and specify in writing the required Work, work schedule, and any other relevant information pertaining to the Work.

CONTRACTOR shall provide a firm-fixed price quote and any additional information needed. Should CONTRACTOR be unable to meet any of the Work requirements or if the cost or timing is unacceptable, UTILITIES reserves the right to contact other contractor(s) to obtain their services.

5.0 Schedule

CONTRACTOR shall adhere to the schedule requirements on a per project basis.

CONTRACTOR personnel shall remain on site until all Work is complete and CONTRACTOR has received approval from UTILITIES' PM to begin releasing personnel and/or demobilizing.

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CONTRACTOR shall coordinate any scheduling changes with UTILITIES' PM.

If CONTRACTOR begins to fail to perform under the Contract, including but not limited to schedule, CONTRACTOR shall take all measures required to perform Work per the applicable documents. This requirement is inclusive of all CONTRACTOR personnel and CONTRACTOR's subcontractor personnel.

6.0 Deliverables

CONTRACTOR shall prepare daily progress reports on a UTILITIES' provided form. These forms shall be filled out in legible print. These reports shall include a completed Work progress update and any issues identified from the past or current shifts, and a list of upcoming Work tasks. The report shall also include the status of all subcontractor Work. The reports shall be provided to UTILITIES' PM by email each Friday.

All "as-built" drawings shall be submitted to UTILITIES' PM at Work completion, in a hard copy format.

7.0 Additional Work

CONTRACTOR shall be responsible for submitting to UTILITIES all cost and time estimates prior to beginning any additional work. All additional work shall be firm fixed price. It shall be at UTILITIES' discretion if additional work will be performed, based on the cost estimate presented by CONTRACTOR. No additional work shall be performed without a mutually agreed upon and signed, Work Change Directive.

8.0 CONTRACTOR's Requirements

CONTRACTOR shall be responsible for all applicable electrical permits required for the Work.

CONTRACTOR shall follow all the environmental requirements stated by local and federal laws, and UTILITIES' Environmental Services.

CONTRACTOR shall have a minimum of one Journeymen level electrician per every 4 non-Journey level employees present at all times.

CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention and applying such skills and expertise as may be required to perform the Work in accordance with the Contract documents. CONTRACTOR shall inspect and ensure quality control of all Work. UTILITIES will inspect and confirm the quality control of all Work. If needed, UTILITIES shall hire an outside entity to ensure quality standards are maintained.

Upon award of the Work, CONTRACTOR shall immediately begin to schedule and prepare for Work required under the Contract. CONTRACTOR shall place orders for equipment and materials required for the Work scope in a timely manner in order to meet any time constraints of this Statement of Work.

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CONTRACTOR's work forces shall not be permitted to use any Substation facilities, equipment, or vehicles. CONTRACTOR shall provide its own office trailer, tool trailer, lockers (or other storage facility), and lunch area. CONTRACTOR shall be permitted to store tools, equipment, and material on the job site and shall be assigned storage areas based on need and priority of work. CONTRACTOR shall submit a request for storage area to the PM two (2) weeks in advance of the date the space is needed and shall be responsible for the security of all such equipment (including rental equipment) and materials. UTILITIES is not responsible for any equipment left on any UTILITIES' job site. CONTRACTOR is responsible for their own property and rental equipment left on any UTILITIES' job site.

CONTRACTOR shall coordinate with other contractor(s) through the PM and daily job briefings. CONTRACTOR Site Foreman is required to attend.

9.0 Emergency Response Time

CONTRACTOR(s) proposal shall note whether Emergency Response services are offered. Emergency Response service is desirable, but not required for a responsive application, due to the variety of both emergency and routine maintenance Work included within the scope of this Statement of Work. UTILITIES may have Emergency Work that requires CONTRACTOR's response twenty four (24) hours a day, seven (7) days a week. To perform Emergency Response services, CONTRACTOR shall have the ability to respond to UTILITIES' Emergency requests within fifteen (15) minutes and arrive at UTILITIES' site within two (2) hours of acceptance of Work. UTILITIES' sites include facilities in and in close proximity to the cities of Colorado Springs, Manitou Springs, Cascade, and Fountain. Specific service sites will be listed in the applicable awarded contract(s).

10.0 UTILITIES' Available Resources

Construction power requests from CONTRACTOR shall be submitted to the PM no later than **TWO WEEKS PRIOR TO THE BEGINNING OF THE PROJECT, OR AS SOON AS KNOWN**. UTILITIES may or may not have the required power resources required for each project. CONTRACTOR may be required to procure an alternative source of Construction power. A water source shall be discussed as needed.

UTILITIES shall not provide sanitary facilities (port-a-pots) for CONTRACTOR personnel on the project site. UTILITIES shall not provide dumpsters unless otherwise stated.

11.0 CONTRACTOR's Personnel and Subcontractors

11.1 Key Personnel

Certain CONTRACTOR personnel are considered essential to the Work being performed and, as such, shall be referred to as "Key Personnel". For such Key Personnel, the following provisions shall apply:

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CONTRACTOR shall, at all times, provide Key Personnel of the appropriate experience, qualifications, and knowledge to perform the Work as specified in this Statement of Work, the manufacturer specifications, and applicable codes and standards.

Prior to diverting any of the specified Key Personnel to other programs or positions, or substituting any key personnel, CONTRACTOR shall notify the PM in writing as soon as reasonably possible with proposed substitutions including their experience and background as related to this type of Work. Replacements or substitutions of Key Personnel shall not be permitted until CONTRACTOR has received UTILITIES' written approval of the replacement or substitution.

CONTRACTOR shall provide a list of Key Personnel and subcontractors as required by UTILITIES. UTILITIES' reserves the right to review, approve, and disapprove any Key Personnel and subcontractors prior to the start of a project.

11.2 CONTRACTOR Personnel

If CONTRACTOR personnel lack the appropriate qualifications for this Work, CONTRACTOR shall immediately replace that individual with another employee with qualifications appropriate to the Work being performed.

UTILITIES may also require that CONTRACTOR remove from the job, at no additional cost to UTILITIES, employees who endanger persons or property, are disruptive to the workforce, or whose continued employment under this contract is inconsistent with the requirements of the contract and/or interests of safety or security at UTILITIES' Substation or facilities.

Replacement of personnel shall be at CONTRACTOR's expense and any delay incurred by the replacement process shall not entitle the CONTRACTOR to a price or schedule adjustment in favor of the CONTRACTOR.

11.3 SUBCONTRACTORS

CONTRACTOR shall provide a list of subcontractors to UTILITIES at least five (5) business days prior to work beginning. UTILITIES reserves the right to review the list and approve or disapprove any subcontractor.

12.0 UTILITIES' Key Personnel

Authority of UTILITIES' Key Personnel is as follows:

- PM: Responsible for the technical aspects of the performance of the Contract. The PM shall be the primary contact with CONTRACTOR's team. PM may designate other personnel to oversee the performance of Work, sign field tickets, etc. However, the designated PM retains ultimate authority over the technical aspects of Work on each project. PM does not possess any authority, express or implied, to direct CONTRACTOR to deviate from the Terms and Conditions of the blanket Contract.

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- Procurement and Contract Services (“PCS”) Representative: Responsible for negotiating all Terms and Conditions of the blanket Contract, The PCS Representative is the only individual authorized to direct CONTRACTOR to deviate from the express, written terms of the blanket Contract. All authorizations to deviate from the blanket Contract must be authorized in writing and signed by UTILITIES’ PCS Representative and CONTRACTOR’s designated representative.
- Safety Representative: All UTILITIES’ employees have the right to STOP CONTRACTOR’s Work if unsafe work practices are observed. UTILITIES’ Safety Representative will monitor CONTRACTOR’s Work and may request plans from CONTRACTOR for major lifts or other activities requiring detailed safety plans as deemed necessary by UTILITIES.

13.0 Non-Disclosure of Information/Applicable Documents

UTILITIES PM may furnish drawings and documents, as required, identifying equipment locations and working areas prior to the start of Work. All drawings and documents are considered property of UTILITIES. Any and all information used in connection with this project shall not be disclosed without prior written authorization from UTILITIES. CONTRACTOR shall be responsible for said documents and will return the documents to the PM upon completion of the Work, including all as-built drawings.

14.0 Safety

Safety is an extremely important value of UTILITIES and all efforts regarding UTILITIES’ safety and CONTRACTOR’s safety are expected. If CONTRACTOR has more than twenty (20) employees on site, CONTRACTOR shall name a safety representative who will be present while CONTRACTOR’s work force is on site. CONTRACTOR shall ensure all personnel conform to all industry, OSHA, and UTILITIES safety guidelines and safety standards. CONTRACTOR shall meet or exceed all OSHA regulations. Failure to comply with OSHA regulations may result in removal from the jobsite and subsequent disqualification from performing work at any UTILITIES’ site.

A UTILITIES’ Substation safety tailgates, shall be administered to all CONTRACTOR’s personnel and subcontractors. At the completion of the safety orientation, all personnel will receive stickers indicating completion of the orientation that must be worn on their hard hats at all times while on site. Safety tailgates will be given daily, prior to Work starting or on an as-needed basis, as determined by UTILITIES’ escort. If CONTRACTOR has personnel or subcontractors who do not speak and read English, CONTRACTOR shall provide translation during the safety orientation. While CONTRACTOR’s personnel or subcontractor who do not speak and read English are on site, CONTRACTOR shall provide at least one person to be available for translation at all times.

CONTRACTOR shall notify the PM of all incidents (as described below), including minor incidents (within 24 hours), occurring in the course of performing any UTILITIES’ projects on

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UTILITIES' premises. CONTRACTOR shall use the CONTRACTOR's own safety reporting protocol.

Incident shall be defined as: An unexpected or unwanted change from normal system behavior which causes or has the potential to cause personal harm, property or environmental damage and/or loss of resources. An undesired event that did or could have resulted in personal harm or property damage; any undesired loss of resources.

CONTRACTOR shall complete an incident investigation in accordance with the CONTRACTOR's written policy to identify the cause(s) and any action needed to prevent recurrence. Joint incident investigations with the CONTRACTOR's Safety Representative may be required by UTILITIES' Representative(s).

Hazards the CONTRACTOR identifies which are within the control of UTILITIES shall be reported to the PM immediately. These hazards will be investigated and corrective measures taken, when appropriate.

The PM shall be notified immediately (no later than 3 hours) following any incident resulting in the following:

- death
- hospitalization (CONTRACTOR employee, subcontractor, public, etc.)
- damage to any vehicle which renders it inoperable
- amputation of any body part
- unconscious employee
- OSHA Inspection with citations
- safety system failures (slings breaking, support structures collapse, etc.)
- near miss that could have reasonably resulted in any of the above
- inspections

15.0 Personal Protective Equipment ("PPE")

All employees/individual(s) on the substation site shall wear sturdy steel toe work boots or metal tarsal guards based on site specific duties where injury could be reasonably expected to the foot, OSHA acceptable hard hats, and natural fiber clothing. If any fire retardant ("FR") clothing is required, the PM will detail the FR clothing requirement in the job specific scope of Work. If safety glasses with side shields are required, it shall be stated in the job specific scope of Work, and shall also be worn as required, while on site. UTILITIES' recommends dust masks (if applicable). CONTRACTOR shall provide their personnel with all required PPE, including, but not limited to, fall protection, monitoring equipment, etc. Any required PPE must be **worn at all times** while on UTILITIES' Substation work site. CONTRACTOR shall implement the provisions of the OSHA Respiratory Protection Standard when Work requires the use of respiratory protection.

16.0 Smoking

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All areas inside the Substation are designated as NON-SMOKING. CONTRACTOR shall enforce this restriction. UTILITIES shall provide a designated smoking area. These areas shall be the only places permitted for smoking by CONTRACTOR personnel. Failure to adhere to this area will result in revocation of all site smoking.

17.0 Work Site Clean Up

CONTRACTOR shall clean up their work areas and maintain clean work areas at all times. At the daily completion of the job and prior to leaving the jobsite, CONTRACTOR shall clean up the work site of all debris left by CONTRACTOR's work force to as-found or better condition.

CONTRACTOR shall eliminate hazards such as power cords, welding leads, torch hoses, etc. per OSHA standards. Cords shall be routed and protected in a manner that eliminates safety hazards.

CONTRACTOR shall remove and properly dispose of all identified damaged or replaced equipment and/or materials.

Before CONTRACTOR leaves the Substation work site at end of the project, a CONTRACTOR's representative shall walk down entire job site with the PM or the PM appointee to confirm that clean up is complete. Cleanup shall include, but not be limited to, all scrap materials generated and used by CONTRACTOR such as insulation, welding rod, sheet metal, excavated or left-over delivered fill material or rock, refractory, plastic, paper, plywood, steel, wood planking, cardboard, wire, pad eyes and other rigging points, nails, fasteners, pallets, buckets, etc. Also, trash generated by CONTRACTOR such as drinking water bottles, paper cups, dust masks, soda cans, tin foil, paper bags, gloves, cigarette butts, plastic wrapping, ear plugs, light bulbs, boxes, cartons, packaging, etc., must be picked up and discarded in dumpsters. Cleanup shall be complete before Contract can be considered fulfilled.

CONTRACTOR shall act responsibly with waste and / or removed materials. If materials are temporarily staged to be discarded later, CONTRACTOR shall follow-up by moving these materials to the appropriate area before leaving the job site. CONTRACTOR shall provide their own construction dumpster.

All scrap material is considered UTILITIES' property unless otherwise arranged through the PM, or specified in this contract. UTILITIES will supply scrap bins for left over copper, steel or removed cable. Any markings made by CONTRACTOR for construction, repair, demo, install, or temporary relocation, shall be removed, covered or made to blend in with its surroundings. These markings shall include paint, tape, markers, grease pencils, chalk, etc. UTILITIES' PM shall approve final cleanup of markings.

18.0 Invoicing

CONTRACTOR's invoicing shall match the pricing as provided in the contract documents. Any discrepant invoices will delay payment. Work is not considered complete and payment will not

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be made until all deliverables have been met and all final reports and as-built information have been submitted.

All invoices shall contain project location, PM name, and Purchase Order Release Number.

To expedite payment under the contract, send all original invoices directly to the accounts payable office.

US Mail: Accounts Payable – MC 929
Colorado Springs Utilities
PO Box 1103
Colorado Springs, Colorado 80947-0929
Email: accountspayablemail@csu.org
Fax: 719-668-8600

19.0 Security Requirements

CONTRACTOR shall provide to the PM, prior to commencement of the project, a listing of all employees, including names, birthdates, and United States (“US”) government issued identification numbers that will be on the substation site at any time during the project. This list must be updated, as needed, during the project. This list shall include the names of all subcontractor employees employed by the CONTRACTOR.

Names shall be submitted to the PM at least 48 hours prior to any new employee’s scheduled arrival. Failure to submit names to UTILITIES shall result in a delay of employee’s access to site. UTILITIES shall not be held responsible for such delays. US government issued identification (*i.e.* driver’s license, passport, etc.) shall be required for substation site entrance. CONTRACTOR shall provide their employees with labeling on their hard hats that state the company name and the employee’s name.

CONTRACTOR’s assigned security representative or onsite project manager, who will assume this role, shall promptly report all incidents involving the loss, theft or vandalism of tools, equipment, or material to the PM. Notification shall also include incidents of violence, threats against others, illegal activities, and misconduct which are subject to disciplinary actions. Local law enforcement may be contacted if needed. All reported incidents shall be followed-up with a written report within 24 hours of verbal notification.

20.0 Prohibited Articles

Any person who possesses, transports, or uses prohibited articles on any UTILITIES’ site is subject to immediate site removal. Prohibited articles include but are not limited to:

- weapons
- explosives, ammunition, and incendiary devices

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- controlled substances and drug paraphernalia (e.g. illegal drugs and associated paraphernalia, but not prescription medication)
- alcoholic beverages (includes “near” and “non-alcoholic” beer and wine)
- contraband (includes other items prohibited by law)

CONTRACTOR’s employees and employees of its subcontractors discovered on the site in possession of any prohibited article shall have the prohibited article confiscated and the PM will be notified. If the prohibited article is illegal, local law enforcement shall be notified. In all cases, the person in possession of a prohibited article is subject to disciplinary action review to include access denial to the site.

21.0 Right to Search

All vehicles entering and exiting the site are subject to search by UTILITIES. All personal containers, lunch boxes, brief cases, etc. are subject to search at the Substation site. Failure to submit to required search is in violation of site work rules and grounds for permanent site access denial.