Contract Documents, Specifications, and Plans

For the

THE McELMO FLUME INTERPRETATIVE
STOP AND PARKING LOT
FEDERAL AID PROJECT NO. SBY 1601-069
CONSTRUCTION PROJECT CODE 19493

For

Montezuma County, Colorado

Prepared September 4, 2015

By

Montezuma County

&
Russell Planning & Engineering, Inc.
934 Main Avenue, Unit C
Durango, Co 81301

James B. Horn, P.E.
Registered Engineer
Colorado Certificate No. 0029839
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Appendix B  Required CDOT Apparent Low Bidder Forms  
Appendix C  CDOT Project Special Provisions  
Appendix D  CDOT Standard Special Provisions  
Appendix E  Russell Planning & Engineering Construction Plans
CERTIFICATE

I hereby certify that these specifications, contract documents, and accompanying plans for the McElmo Flume Interpretative Stop and Parking Lot were prepared by me or under my direct supervision, for the Owner thereof.

James B. Horn, P.E. Registered Engineer
Colorado Certificate No. 0029839

Montezuma County, Colorado, Owner, does hereby accept and approve these specifications, contract documents, and accompanying plans for The McElmo Flume Interpretative Stop & Parking Lot.

Date: / / 

Owner: Montezuma County, Colorado

By: __________________________

Title: __________________________

ATTEST:

By: __________________________
SECTION I
INVITATION TO BID

Project: SBY-1601-069
Code: 19493
Location: Montezuma County, CO

Separate sealed BIDS for the McElmo Flume Interpretative Stop & Parking Lot will be received by Montezuma County at the Natural Resources Planning & Public Lands Coordination Office Rm. 304 Montezuma County Courthouse 109 W. Main St. Cortez, Co, until 2:00 P.M. on Friday, September 25, 2014. The sealed bids will then be publicly opened and read aloud in the adjacent Board of County Commissioners Meeting Room.

The project consists of the following: Construction surveying and layout, clearing & grubbing, excavation, embankment, grading, culvert installation, base course placement, placement of asphalt pavement, placement of concrete sidewalk, fabrication & placement of steel railing, fabrication and placement of informational signs & covered informational kiosk, installation of split rail fence, signing & striping, and reclamation of disturbed areas.

ATTENTION: Because this project is within CDOT right-of-way, the prime contractor shall be prequalified by CDOT. IF YOU ARE NOT PREQUALIFIED AND WANT TO BID ON THIS PROJECT, YOU MUST BECOME PREQUALIFIED IMMEDIATELY. CDOT Form 66 is included in Appendix A. This Form must be completed and submitted to CDOT at least 17 days before you bid on a project. Failure to do so may delay your prequalification and ability to bid. The link to the CDOT website regarding Contractor Prequalification is:

https://www.codot.gov/business/bidding/Prequalified%20Contractors

The Colorado Department of Transportation has determined that the Underutilized Disadvantaged Business Enterprises (UDBE) Contract goal for participation in this Contract is 0%.

Appendix A contains CDOT forms that must be completed and submitted by all bidders with their bids (except CDOT Form 66, which needs submittal immediately if you are not prequalified). If these forms are not submitted, the bid is considered non responsive and shall be rejected. These forms are:
1. CDOT Form 66 – Contractor Prequalification Statement (Complete and submit to CDOT Immediately)
2. CDOT Form 606 – Anti-Collusion Affidavit
3. CDOT Form 1413 – Bidders List
4. CDOT Form 1414 – Anticipated DBE Participation Plan

Please refer to SECTION II, Information to Bidders of the CONTRACT DOCUMENTS for more information on the required Bid Documents.

Copies of CONTRACT DOCUMENTS and PLANS may be obtained on or after September 4, 2015, electronically in PDF format on the Montezuma County website: http://montezumacounty.org/web/ or as hardcopy at the Montezuma County Natural Resources office Rm. 304 Montezuma County at the address listed above for $80.00 per set. No refund will be made for returned copies.

It is anticipated that the project construction will begin in or before October 12, 2015.

Advertisement Date: September 4, 2015
SECTION II

INFORMATION TO BIDDERS

Bids will be received by Montezuma County (herein called the “Owner”), for the McElmo Flume Interpretative Stop & Parking Lot will be received by Montezuma County at the Montezuma County Courthouse Natural Resources Planning & Public Lands Coordination Office 109 W. Main St. Rm. 304, Cortez, CO. 81321 until 2:00 P.M. on Friday, September 25, 2015. The sealed bids will then be publicly opened and read aloud at the said address in the adjacent Board of County Commissioners Meeting Room.

Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for: McElmo Flume Interpretative Stop & Parking Lot and the envelope shall bear on the outside the name of the Bidder, his address and his license number if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Montezuma County Courthouse Natural Resources Planning & Public Lands Coordination Office 109 W. Main St. Rm. 304, Cortez, CO. 81321.

All Bids must be made on a required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid form is required. Bidders should use only those sets of Contract Documents that have a red circle and red number inked in the upper right hand corner of the cover. This number will be entered on a Bidder’s List together with the name, address and telephone number of the person or firm to whom the set of Contract Documents are issued by the County. Standard bond forms for Contract Documents may be used in lieu of the forms furnished in the specifications.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

The Owner shall provide to Bidders prior to bidding, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Owner and Engineer. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the Montezuma County Natural Resources Planning & Public Lands Coordination Office at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder’s responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.
Each Bid must be accompanied by a Bid bond payable to the Owner in the amount of five percent (5%) of the total base bid. As soon as the Bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible Bidders. When the Agreement is executed the bonds of the two remaining unsuccessful Bidders will be returned. The Bid bond of the successful Bidder will be retained until the payment and performance bonds have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid bond.

A performance bond and a payment bond, each in the amount of 100 percent of the Contract Price with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign bid, payment bonds, or performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the payment and performance bonds within ten calendar days from the date when Notice of Award is delivered to the bidder. The necessary Agreement and Bond forms shall accompany the Notice of Award. In case of failure of the Bidder to execute the Agreement, the Owner may, at his option, consider the Bidder in default, in which case the Bid bond accompanying the proposal shall become the property of the Owner.

Within 10 days of receipt of acceptable payment and performance bonds, and Agreement signed by the party to whom the Agreement was awarded, the Owner shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Owner shall issue the Notice to Proceed within 10 days of the execution of the Agreement. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor.

If the Notice to Proceed has not been issued within the 10-day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data as the Owner requests. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein or for any other reason not in violation of any State, Federal or Local law.

A conditional or qualified Bid will be not accepted. Award will be made to the lowest responsible Bidder, at the discretion of the Owner. The low bid will be determined by the total base bid. The Owner reserves the right to reject any and all bids.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout. This paragraph does not limit the standards to which the bidder will be held to perform and the bidder may be required to comply with codes not legally or officially adopted within the jurisdiction.
Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid. The unit price for each of the several items in the proposal of each Bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal.

The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor will adjustments in unit prices be allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five (25) percent, except for work not covered in the Drawings and Technical Specifications as provided for in the Contract Documents.

**ATTENTION:** Because this project is within CDOT right-of-way, the prime contractor shall be prequalified by CDOT. **IF YOU ARE NOT PREQUALIFIED AND WANT TO BID ON THIS PROJECT, YOU MUST BECOME PREQUALIFIED IMMEDIATELY.** CDOT Form 66 is included in Appendix A. This Form must be completed and submitted to CDOT at least 17 days before you bid on a project. Failure to do so may delay your prequalification and ability to bid. The link to the CDOT website regarding Contractor Prequalification is:

https://www.codot.gov/business/bidding/Prequalified%20Contractors

The Colorado Department of Transportation has determined that the Underutilized Disadvantaged Business Enterprises (UDBE) Contract goal for participation in this Contract is 0%.

**Appendix A** contains CDOT forms that must be completed and submitted by all bidders with their bids (except CDOT Form 66, which needs submittal immediately if you are not prequalified). If these forms are not submitted, the bid is considered non responsive and shall be rejected. These forms are:
5. CDOT Form 66 – Contractor Prequalification Statement (Complete and submit to CDOT Immediately)
6. CDOT Form 606 – Anti-Collusion Affidavit
7. CDOT Form 1413 – Bidders List
8. CDOT Form 1414 – Anticipated DBE Participation Plan

**Appendix B** contains CDOT forms that must be completed and submitted by the Apparent Low Bidder within 5 calendar days after notification that he is the apparent low bidder. These forms are:
1. CDOT Form 621 – Assignment of Antitrust Claims
2. CDOT Form 1415 - Commitment Confirmation
3. CDOT Form 1416 - Good Faith Effort Report

The award of the Contract is contingent upon the outcome of the Commitment and Good Faith Effort Review by CDOT, as outlined in the Disadvantaged Business Enterprise Standard Special Provision.

It is anticipated that the project construction will begin on or before **October 12, 2015.**
SECTION III

BID

Proposal of ________________________________ (hereinafter called “Bidder”), organized and existing under the laws of the State of Colorado, doing business as a(n) ___________________________.

(Corporation, Partnership, or Individual)

To Montezuma County, Colorado, (hereinafter called “Owner”).

In compliance with your Invitation to Bid, Bidder hereby proposes to perform all work for the construction of McElmo Flume Interpretative Stop & Parking Lot in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within ninety (90) consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of $700.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

Bidder acknowledges receipt of the following Addendum:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the unit prices or lump sums contained in the Bid Schedule on the following page:
<table>
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<tr>
<th>ITEM NUMBER</th>
<th>CONTRACT ITEM</th>
<th>PLAN QUANTITY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>EXTENSION</th>
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<tr>
<td>201-00001</td>
<td>Clearing &amp; Grubbing</td>
<td>1.00</td>
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<td>202-05030</td>
<td>Sawing Asphalt Material (10 inch)</td>
<td>90.00</td>
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<td>207-00205</td>
<td>Topsoil</td>
<td>268.00</td>
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<td>208-00007</td>
<td>Erosion Log (8&quot;)</td>
<td>70.00</td>
<td>LF</td>
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<td>208-00020</td>
<td>Silt Fence</td>
<td>350.00</td>
<td>LF</td>
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<tr>
<td>208-00045</td>
<td>Concrete Washout Structure</td>
<td>1.00</td>
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<tr>
<td>208-00103</td>
<td>Removal and Disposal of Sediment (Labor)</td>
<td>10.00</td>
<td>HR</td>
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<td>208-00105</td>
<td>Removal and Disposal of Sediment (Equipment)</td>
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<td>HR</td>
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<td>208-00106</td>
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<td>3.00</td>
<td>HOUR</td>
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<td>Erosion Control Supervisor</td>
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<td>Seeding (Native)</td>
<td>12.50</td>
<td>LBS</td>
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<td>212-00032</td>
<td>Soil Conditioning</td>
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<td>213-00004</td>
<td>Mulch (Weed free straw)</td>
<td>0.50</td>
<td>ACRE</td>
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<td>403-34721</td>
<td>Hot mix Asphalt (Patching)(Asphalt)</td>
<td>232.00</td>
<td>TON</td>
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<td>420-00132</td>
<td>Geotextile (Separator) (CL 1)</td>
<td>30.00</td>
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<td>506-00000</td>
<td>Riprap (12&quot; Minimum Size)</td>
<td>20.00</td>
<td>CY</td>
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<td>603-10180</td>
<td>18&quot; Corrugated Steel Pipe</td>
<td>70.00</td>
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<td>607-11455</td>
<td>Fence Cedar Split Rail</td>
<td>300.00</td>
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<td>162.00</td>
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<td>Curb Type 2 (Section I-B)</td>
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<td>Delineator (Type I)</td>
<td>10.00</td>
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<td>614-00011</td>
<td>Sign Panel (Class I)</td>
<td>20.00</td>
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<td>614-01503</td>
<td>Steel Sign Support (2-inch Round) (Post &amp; Socket)</td>
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<td>622-00025</td>
<td>Informational Kiosk</td>
<td>1.00</td>
<td>LUMP SUM</td>
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<td>622-00044</td>
<td>Hand Rail and Information Sign Structure (3 sides)</td>
<td>1.00</td>
<td>LUMP SUM</td>
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<td>622-00350</td>
<td>Bear Proof Single Recycling Enclosure</td>
<td>2.00</td>
<td>EACH</td>
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<tr>
<td>625-00000</td>
<td>Construction Surveying</td>
<td>1.00</td>
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<td>626-00000</td>
<td>Mobilization</td>
<td>1.00</td>
<td>LS</td>
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<tr>
<td>627-00011</td>
<td>Pavement Marking Paint (Waterbourne W/Beads) 4&quot;</td>
<td>2.00</td>
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<tr>
<td>Item Number</td>
<td>Description</td>
<td>Quantity</td>
<td>Unit Cost</td>
<td>Unit</td>
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<td>627-30324</td>
<td>Pre-Formed Plastic Paving Marking (Word/Symbol) (Type I)</td>
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<td>35.00</td>
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<tr>
<td>630-80360</td>
<td>Drum</td>
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<td>30.00</td>
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<td>630-80342</td>
<td>Construction Traffic Sign (panel size B)</td>
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<td>18.00</td>
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<td>630-00013</td>
<td>Traffic Control Management Including Flagging</td>
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<td>1.00</td>
<td>LS</td>
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**BID TOTAL**

Respectfully submitted,

______________________________

Signature

License Number (if applicable)

Name: ________________________

(Please Type)

Address: ______________________

(Please Type)

Title: ________________________

(Please Type)

Date: __ / __ / _____________

(Please Type)

(SEAL - If BID is by a corporation)

**ATTEST:** ______________________

*Each bidder must submit CDOT Forms 606, 1413, and 1414 as contained in Appendix A with their bid or it will be considered non-responsive.*
CERTIFICATE AS TO CORPORATE BIDDER

__________________________________________,
the secretary of____________________________________________________in the
name of which corporation the above and foregoing bid has been executed, hereby certifies that

__________________________________________
is a corporation duly organized under the laws of the State of ____________________________
and that__________________________________the ____________________________
of said corporation was duly authorized by the Board of Directors to make said bid in behalf of
said corporation

__________________________________________
Dated this the____day of___________, 20____.

______________________________
Secretary

CERTIFICATE AS TO PARTNERSHIP BIDDER

__________________________________________,
one of the partners in the partnership doing business as and under the firm name of

__________________________________________,
certifies that such partnership is composed of

__________________________________________,
as copartners, and that the foregoing bid has been executed, whether by all or less than all of said
partners, as the act and on behalf of said partnership in its firm name.

Dated this the____day of___________, 20____.

______________________________
A Partner in a Partnership
SECTION IV

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

as Principal, and

as Surety, are hereby held and firmly bound unto

as Owner in the penal sum of

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this the _____ day of ______________, 20 ___.

The Condition of the above obligation is such that whereas the Principal has submitted to

a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the
Form of Contract attached hereto (properly completed in accordance with said Bid) and
shall furnish a bond for his faithful performance of said contract, and for the payment of
all persons performing labor or furnishing materials in connection therewith, and shall in
all other respects perform the agreement created by the acceptance of said Bid, then this
obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its bond shall be in no way impaired or affected by any extension of the time
within which the Owner may accept such Bid; and said Surety does hereby waive notice
of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and
seals, and such of them as are corporations have caused their corporate seals to be hereto affixed
and these presents to be signed by their proper officers, the day and year first set forth above.

BY: ________________________  (L.S.) ________________________

Principal

SURETY: ____________________  BY: ____________________

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department’s
most current list (Circular 570 as amended) and be authorized to transact
business in the state where the project is located.
SECTION V
NOTICE OF AWARD

To: ____________________________
_____________________________
_____________________________

Project Description: Montezuma County Colorado, CO.
McElmo Flume Interpretative Stop & Parking Lot

The Owner has considered the BID submitted by you for the above-described work in response to its Invitation to Bid dated June 30, 2014, and Information to Bidders.

You are hereby notified that your BID has been accepted for the Total Base Bid amount of _____________________________.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor’s Performance Bond and Payment Bond within ten calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner’s acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this the____ day of__________, 20__.

Montezuma County Colorado
Owner
By: ____________________________
Title: ____________________________

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged

By: ____________________________
this the____ day of__________, 20__.

By: ____________________________
Title: ____________________________
SECTION VI

AGREEMENT

This Agreement, made this the _____ day of ____________, 20___,
by and between Montezuma County Colorado, hereinafter called “Owner” and
doing business as a(n) ______________________hereinafter called “Contractor”.

WITNESSETH: That for and in consideration of the payment and agreements hereinafter
mentioned:

1. The Contractor will commence and complete Montezuma County, Colorado, McElmo
   Flume Interpretative Stop & Parking Lot.

2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and
   other services necessary for the construction and completion of the project described
   herein.

3. The Contractor will commence the work required by the Contract Documents within ten
   (10) calendar days after the date of the Notice to Proceed and will complete the same
   within ninety (90) calendar days unless the period for completion is extended otherwise
   by the Contract Documents.

4. The Contractor agrees to perform all of the work described in the Contract Documents for
   the sum of ______________________

5. The term “Contract Documents” means and includes the following:
   (A) Invitation to Bid
   (B) Information to Bidders
   (C) Bid
   (D) Bid Bond
   (E) Agreement
   (F) General Conditions
   (G) Supplemental General Conditions
   (H) Payment Bond
   (I) Performance Bond
   (J) Notice of Award
   (K) Notice to Proceed
   (L) Change Orders
   (M) Drawings prepared by Russell Planning & Engineering titled McElmo Flume
       Interpretative Stop & Parking Lot numbered 1 to 20 and dated June 9, 2014 and
       applicable CDOT M&S Standards.
   (N) Specifications prepared by Russell Planning & Engineering, Dated June 2014,
       CDOT Standard Specifications for Road & Bridge Construction, 2011 Edition,
Addenda

No. , dated , 20 .
No. , dated , 20 .
No. , dated , 20 .
No. , dated , 20 .

6. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. In the event of a default by either party of the terms of this Agreement, notice of such default shall be given in writing by the non-defaulting party to the defaulting party to the address as set forth herein. If such default is not cured within thirty (30) days of the written notice of default, or the party in default has not taken action to cure such default within such thirty (30) day period and continue to pursue such curative action with due diligence, the non-defaulting party shall have all rights to pursue an action at law or in equity to enforce the terms of the Agreement.

9. Except for any notice required by law to be given in another manner, (a) any notice provided for in this Agreement shall be in writing and shall be given and be effective upon (1) delivery to the party to whom it is addressed or (2) mailing such notice by first-class U.S. mail, addressed to the party at the address stated herein. Either party may, at any time or from time to time, designate in writing a substitute address for that set forth herein, and thereafter notices shall be directed to such substitute address. Any notice provided for in this Agreement shall be deemed to have been given to a party when given in any manner designated herein. Any required notice to the Owner shall be to:

Montezuma County
Attn: James Dietrich
109 W. Main Rm. 304
Cortez, CO. 81321

Any required notice to Contractor shall be to:

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

10. This Agreement is the entire agreement between the parties and supersedes any prior agreements, representations, negotiations or correspondence between the parties except as expressed herein. Except as otherwise provided herein, no subsequent change or addition to this Agreement shall be binding unless in writing and signed by the parties hereto.

11. The terms of this Agreement shall be construed and interpreted in accordance with Colorado law.
1. The prevailing party in any action to interpret the terms of this Contract of the Contract Documents or to enforce any of the rights, obligations, or conditions of this Contract or the Contract Documents shall collect all reasonable costs and expenses incurred, including, but not limited to, reasonable attorney’s fees.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, the Agreement in triplicate counterparts each of which shall be deemed an original on the date above written.

Owner: Montezuma County Colorado

By: ________________________________
Name: ________________________________
(Please Type)
Title: ________________________________

(SEAL)

ATTEST:

By: ________________________________
Name: ________________________________
(Please Type)
Title: ________________________________

Contractor: ________________________________

By: ________________________________
Name: ________________________________
(Please Type)
Address: ________________________________

(SEAL)

ATTEST:

By: ________________________________
Name: ________________________________
(Please Type)
Title: ________________________________
SECTION VII
PERFORMANCE BOND

KNOW ALL MEN THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

(a(n)________________________, hereinafter called Principal, and

(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of

($________________________) Dollars,

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the________day of______________,________, a copy of which is hereto attached and made a part hereof for the construction of:

________________________

________________________

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the two year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expenses which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.
PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in________counterparts, each one of which shall be deemed an original, this the_______day of_____________________,_________.

__________________________________________
Principal

ATTEST:

______________________________
(Principal) Secretary

By:___________________________(S)

__________________________________________
(Address)

(SEAL)

______________________________
(Witness as to Principal)

__________________________________________
(Address)

ATTEST:

______________________________
(Surety) Secretary

By:___________________________

(Address)

Witness to Surety

By:___________________________

(Address)

Attorney-in-fact

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.
SECTION VIII
PAYMENT BOND

KNOW ALL MEN THESE PRESENTS: that

(Name of Contractor)
(Address of Contractor)
a(n) ______________________, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)
(Address of Surety)
hereinafter called Surety, are held and firmly bound unto

(Name of Owner)
(Address of Owner)
hereinafter called Owner, in the penal sum of

($ ______________________)

in lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the Owner, dated the______ day of________________,_______, a
copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the prosecution
of the work provided for in such contract, and any authorized extension or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on
machinery, equipment and tools, consumed or used in connection with the construction of such
work, and all insurance premiums on said work and for all labor, performed in such work
whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in
full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees
that no change, extension of time, alteration or addition to the terms of the contract or to work to
be performed thereunder or the specifications accompanying the same shall in any way affect its
obligation on this bond, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the contract or to the work or to the specifications.
PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ______ counterparts, each one of which shall be deemed an original, this the ______day of ________________, __________.

________________________________________
Principal

ATTEST:

________________________________________
(Principal) Secretary

By: ____________________________ (S)

________________________________________
(Address)

(SEAL)

________________________________________
(Witness as to Principal)

________________________________________
(Address)

ATTEST:

________________________________________
(Surety) Secretary

By: ____________________________ Attorney-in-fact

________________________________________
Witness to Surety

________________________________________
(Address)

________________________________________
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.
SECTION IX

Workmen’s Compensation Insurance Certificate
to be inserted in place of this page.
SECTION X

Certificate of Insurance for Contractor’s general liability
and property insurance to be inserted in place of this page
SECTION XI

CERTIFICATE OF OWNER’S ATTORNEY

I, the undersigned, ___________________________, the duly authorized and acting legal representative of Montezuma County, Colorado, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

By: ___________________________

Date: ___/___/_______

NOTE: Delete phrase “and performance and payment bond(s)” when not applicable.
SECTION XII
NOTICE TO PROCEED

To: ______________________________ Date: ________________
________________________________
________________________________

Project Description: McElmo Flume Interpretative Stop & Parking Lot.

You are hereby notified to commence work in accordance with the Agreement dated ________________ on or before ________________, and you are to complete the work within ninety (90) calendar days thereafter. The date of completion of all work is therefore ________________.

Montezuma County, Colorado Owner

By: ______________________________

Title: ______________________________

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged

By: ______________________________

this the_____ day of______________, 20___.

By: ______________________________

Title: ______________________________
SECTION XIII

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer’s Authority
28. Land and Rights-of-Way
29. Guaranty
30. Taxes
31. Disputes and Claims for Contract Adjustments
32. Attorney Fees

1. DEFINITIONS

1.1. Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2. ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement that modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.
1.3. **BID** - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4. **BIDDER** - Any person, firm or corporation submitting a BID for the WORK.

1.5. **BONDS** - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6. **CHANGE ORDER** - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7. **CONTRACT DOCUMENTS** - The contract, including Information for Bidders, Bid, Bid Bond, Agreement, Performance Bond, Notice of Award, Notice To Proceed, Change Order, Drawings, Specifications, and Addenda.

1.8. **CONTRACT PRICE** - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9. **CONTRACT TIME** - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10. **CONTRACTOR** - The person, firm or corporation with whom the OWNER has executed the Agreement.

1.11. **DRAWINGS** - The part of the CONTRACT DOCUMENTS that show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

1.12. **ENGINEER** - The person, firm or corporation named as such in the CONTRACT DOCUMENTS.

1.13. **FIELD ORDER** - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14. **NOTICE OF AWARD** - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15. **NOTICE TO PROCEED** - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
1.16. **OWNER** - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17. **PROJECT** - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18. **RESIDENT PROJECT REPRESENTATIVE** - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19. **SHOP DRAWINGS** - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20. **SPECIFICATIONS** - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21. **SUBCONTRACTOR** - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22. **SUBSTANTIAL COMPLETION** - That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

1.23. **SUPPLEMENTAL GENERAL CONDITIONS** - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.24. **SUPPLIER** - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25. **WORK** - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26. **WRITTEN NOTICE** - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.
2. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

2.1. The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2. The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. **SCHEDULES, REPORTS AND RECORDS**

3.1. The Contractor shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2. Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, as applicable:

3.2.1. The dates at which special detail drawings will be required; and

3.2.2. Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3. The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. **DRAWINGS AND SPECIFICATIONS**

4.1. The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2. In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3. Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by
the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR’S risk.

5. **SHOP DRAWINGS**

5.1. The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER’S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING that substantially deviates from the requirements of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2. When submitted for the ENGINEER’S review, SHOP DRAWINGS shall bear the CONTRACTOR’S certification that he has reviewed, checked, and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3. Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the ENGINEER has approved the SHOP DRAWING or submission. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available from the ENGINEER.

6. **MATERIAL, SERVICES AND FACILITIES**

6.1. It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4. Materials, supplies or equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5. Materials, supplies or equipment incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
7. **INSPECTION AND TESTING**

7.1. All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2. The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3. The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4. If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5. Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6. The ENGINEER and his representatives will at all times have access to the WORK. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.

7.7. If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR’S expense.

7.8. If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER’S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.
8. **SUBSTITUTIONS**

8.1. Whenever a material, article or piece of equipment to be identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products or similar capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of similar substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of similar substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. **PATENTS**

9.1. The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. **SURVEYS, PERMITS, REGULATIONS**

10.1. The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the ENGINEER shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile location and other working points, lines, elevations and cut sheets.

10.2. The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3. Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the
SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

11.1. The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designed for removal, relocation or replacement in the course of construction.

11.2. The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3. In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER, or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.
12. SUPERVISION BY CONTRACTOR

12.1. The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR’S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

13.1. The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2. The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

14.1. The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

14.2. Unit prices previously approved.

14.3. An agreed lump sum.

14.4. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.
15. **TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

15.1. The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2. The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3. If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount to liquidated damages as specified in the BID for each calendar day that CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4. The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1. To any preference, priority or allocation order duly issued by the OWNER.

15.4.2. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of GOD, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3. To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. **CORRECTION OF WORK**

16.1. The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.
16.2. All removal and replacement WORK shall be done at the CONTRACTOR’S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

17.1. The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1. Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

18.1. The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2. If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor’s act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workman or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the
CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3. Where the CONTRACTOR’S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4. After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5. If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6. If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a
reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENTS TO CONTRACTOR

19.1. At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER’s title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, may reduce retainage to five percent (5%) on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five percent (5%) to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

19.2. The request for payment may also include an allowance for the cost of such major materials and equipment that are suitably stored either at or near the site.

19.3. Prior to the SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4. The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of
the WORK, or the restoration of any damaged WORK except such as may be caused by
agents or employees of the OWNER.

19.5. Upon completion and acceptance of the WORK, the ENGINEER shall issue a
certificate attached to the final payment request that the WORK has been accepted by
him under the conditions of the CONTRACT DOCUMENTS.

19.6. The CONTRACTOR will indemnify and save the OWNER or the OWNER’S agents
harmless from all claims growing out the lawful demands of SUBCONTRACTORS,
laborers, workmen, mechanics, materialmen, and furnished of machinery and parts
thereof, equipment, tools, and all supplies, incurred in the furtherance of the
performance of the WORK. The CONTRACTOR shall, at the OWNER’S request,
furnish satisfactory evidence that all obligations of the nature designated above have
been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER
may, after having notified the CONTRACTOR, either pay unpaid bills or withhold
from the CONTRACTOR’S unpaid compensation a sum of money deemed reasonably
sufficient to pay any and all such lawful claims until satisfactory evidence is furnished
that all liabilities have been fully discharged whereupon payment to the
CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT
DOCUMENTS, but in no event shall the provisions of this sentence be construed to
impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or
any third party. In paying any unpaid bills of the CONTRACTOR, any payment so
made by the OWNER shall be considered as a payment made under the CONTRACT
DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be
liable to the CONTRACTOR for any such payments made in good faith.

19.7. If the OWNER fails to make payment thirty (30) days after approval by the
ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall
be added to each such payment interest at an A.P.R. of nineteen and six tenths percent
(19.6%) commencing on the first day after said payment is due and continuing until the
payment is received by the CONTRACTOR.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a
release to the OWNER of all claims and all liability to the CONTRACTOR other than
claims in stated amounts as may be specifically excepted by the CONTRACTOR for all
things done or furnished in connection with this WORK and for every act and neglect
of the OWNER and others relating to or arising out of this WORK. Any payment,
however, final or otherwise, shall not release the CONTRACTOR or his sureties from
any obligations under the CONTRACT DOCUMENTS or the PERFORMANCE
BOND.
21. **INSURANCE**

See Section 107.15 of the CDOT Standard Specifications for Road and Bridge Construction entitled RESPONSIBILITY FOR DAMAGE CLAIMS, INSURANCE TYPES AND COVERAGE LIMITS, as modified by any Project Special Provisions or Standard Special Provisions contained herein.

22. **CONTRACT SECURITY**

22.1. The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE of AWARD furnish the OWNER with a Performance Bond and a Payment Bond in a penal sum equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of “Surety Companies Acceptable on Federal Bonds” as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments to the CONTRACTOR shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. **ASSIGNMENTS**

23.1. Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. **INDEMNIFICATION**

24.1. The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney’s fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and
SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2. In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen’s compensation acts, disability benefit acts or other employee benefits acts.

24.3. The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change order, designs or specifications.

25. SEPARATE CONTRACTS

25.1. The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR’S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2. The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3. If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 14 and 15.

26. SUBCONTRACTING

The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.1. The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of seventy (70) percent of the CONTRACT PRICE, without prior written approval of the OWNER.
26.2. The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.3. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.4. Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER’S AUTHORITY

27.1. The ENGINEER shall act as the OWNER’S representative during the construction period. He shall decide questions that may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2. The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3. The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4. The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY

Prior to issuance of NOTICE to PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.1. The OWNER shall provide to the CONTRACTOR information that delineates and describes the lands owned and rights-of-way acquired.

28.2. The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.
29. GUARANTY

29.1. The CONTRACTOR shall guarantee all WORK performed for a period of two (2) years from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of two (2) years from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness in the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The PERFORMANCE BOND shall remain in full force and effect through the guarantee period. The OWNER may allow the CONTRACTOR to replace the PERFORMANCE BOND with a WARRANTY BOND following SUBSTANTIAL COMPLETION of the project.

30. TAXES

30.1. The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

31. DISPUTES AND CLAIMS FOR CONTRACT ADJUSTMENTS

31.1. All disputes, claims, and other matters in question arising out of, or relating to, this CONTRACT or the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided by the CONTRACT DOCUMENTS, may be decided by mediation if the parties mutually agree. Any agreement to mediate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the mediators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

31.2. Notice of the request for mediation shall be filed in writing with the other party to the CONTRACT DOCUMENTS and a copy shall be filed with the ENGINEER. Request for mediation shall in no event be made on any dispute, claim, or other matter in question which would be barred by the applicable statute of limitations.

31.3. The CONTRACTOR shall carry on the WORK and maintain the progress schedule during any mediation proceedings, unless otherwise mutually agreed.

32. ATTORNEY FEES

32.1 The prevailing party in any action to interpret the terms of this CONTRACT or the CONTRACT DOCUMENTS or to enforce any of the rights, obligations or conditions of this CONTRACT or the CONTRACT DOCUMENTS shall collect all reasonable costs and expenses incurred, including, but not limited to, reasonable attorney’s fees.
SECTION XIV
SUPPLEMENTAL GENERAL CONDITIONS

1. DRAWINGS AND SPECIFICATIONS

Reference to the standards of any technical society, organization, or association, or codes of local or state authorities, shall mean the latest standard, code, specifications, or tentative standard adopted and published at the date of taking bids, unless specifically stated otherwise. Should any standard, code, specification, or tentative standard be in conflict with these Contract Documents, the provisions of these Contract Documents shall govern.

2. SANITARY FACILITIES

The Contractor shall provide and properly maintain acceptable sanitary facilities for all construction personnel and shall enforce the use thereof.

3. CONSTRUCTION STAKING

Construction staking will be provided by the Contractor. Every effort should be made to maintain construction staking and preserve its integrity throughout the project. Replacement of construction staking due to the negligence, or staking required beyond that listed shall be the sole responsibility of the Contractor.

4. TIME FOR COMPLETION

The completion time will be extended if the Contractor can provide a bona fide materials order that indicates a substantial delay in materials delivery. Such order must be presented to the Engineer no later than 15 days after receipt of the “Notice to Proceed”.

5. LIQUIDATED DAMAGES

The Owner shall have the right to deduct the amount of liquidated damages imposed on the Contractor from any money in its hands, otherwise due, or to become due, to the Contractor, or to use for and recover compensation for damages for nonperformance of this contract within the time stipulated.

6. MEASUREMENT OF PARTIAL PAYMENT

The Engineer or his representative will make necessary measurements of completed work with the assistance and in the company of the Contractor to provide necessary information for periodic partial payments. If the Contractor cannot, or will not, assist in such measurement, the measurements shall be made by the Engineer or his representative.
7. **FIRE INSURANCE**

Fire Insurance will not be required on projects or portions of projects that can suffer no damage from fire, e.g. earth fill embankments, excavations.

8. **COLORADO STATE SALES TAX**

The Contractor shall obtain, from the Colorado Department of Revenue, a Colorado State Sales Tax exemption certificate. This certificate shall exempt the Contractor from paying Colorado State Sales Tax on all materials incorporated into the work. The Contractor shall not include in his unit prices or lump sums on the Bid Schedule the costs associated with Colorado State Sales Tax.

This exemption of the Colorado State Sales Tax does not necessarily apply to other Federal, County or Local sales consumer, use or other similar taxes.

9. **COLORADO LABOR**

Pursuant to Section 8-17-101 et seq., C.R.S., if the Project is financed in whole or in part by funds of the State or any County, School District, or Municipality of the State, Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on the Project or as otherwise specified in such statute. “Colorado Labor” means any person who is a resident of the State at the time of employment.

10. **ACQUISITION OF RIGHTS OF WAY AND EASEMENTS**

All land, rights of way and easements required for this project will be obtained by the Owner prior to the construction of any facilities thereof. When the Contractor carries on work outside of the lines designated for such easements he shall make his own arrangements with the adjacent property owners and shall keep the Owner free from any claim resulting from his work.

11. **PLANS AND SPECIFICATIONS FOR BIDDING**

Bidders and Suppliers shall use only those sets of Plans and Specifications which have a red circle and red number inked on the title page or cover of said plans and specifications, in the upper right corner thereof. The Engineer shall enter the number on a Planholder’s List together with the name, address and telephone number of the person, or firm, to whom the sets of plans and specifications are issued.
12. QUALITY OF WORK

All work shall be conducted in a skilled, workmanlike manner and finished lines and grades shall conform to the drawing related thereto.

13. FINAL CLEANUP

Before the work shall be considered completed, all rubbish, waste and unused material due to or connected with the Contractor’s activities shall be removed from the site of the work and the premises left in a condition satisfactory to the Engineer. Streets, curbs, pavements, sidewalks, fences, lawns, utilities and other public and private property disturbed or damaged shall be restored to their original or better condition at the Contractor’s expense. Final acceptance will be withheld until all cleanup work is completed.

14. GENERAL AND SUPPLEMENTAL GENERAL CONDITIONS

In the case of any discrepancies between the General Conditions and the Supplemental General Conditions, the Supplemental General Conditions shall govern.
SECTION XV
GENERAL REQUIREMENTS

SCOPE OF WORK: The work to be performed under this Contract shall be for the construction of the McElmo Flume Interpretative Stop & Parking Lot. The project consists of the following: Construction surveying and layout, clearing & grubbing, excavation, embankment, grading, culvert installation, base course placement, placement of asphalt pavement, placement of rip-rap, placement of concrete sidewalk, fabrication & placement of steel railing, fabrication and placement of informational signs & covered informational kiosk, installation of split rail fence, signing & striping, reclamation of disturbed and all other work as required by these plans and specifications and Montezuma County, Colorado.

The Contractor, unless otherwise specified, shall furnish all materials, equipment, tools, labor, supervision and transportation necessary to complete the work in accordance with the foregoing specifications and accompanying drawings.

The Contractor shall also brace, sheet and support adjacent ground or structures where necessary for their protection; handle all drainage or groundwater; provide barricades, guards, traffic control, and warning lights; and cleanup the work site. Particular attention must be given to warn the public of any existing dangerous conditions during the hours of darkness.

The Contractor shall assume full responsibility and expense for the protection of all public and private property, structures, utilities both above and below the ground, at or near the site, or sites, of the work being performed under the contract, or which are in any manner affected by the prosecution of the work or the transportation of men and materials in connection therewith. The Contractor shall give reasonable written notice, in advance, to the department, agency, county, or municipality having charge of any property or utilities owned by them and to any other owner, or owners, of public or private property or utilities when they will be affected by the work to be performed under the contract, and shall make all necessary arrangements with such department, departments, owner or owners for moving, removing and replacing, or protecting in place such property or utilities. The determination of whether such property or utilities shall be moved, removed and replaced, or protected in place, shall be made by the department, departments, owner or owners of the property or utilities. If the Contractor damages any utility that has been properly located by the owner, the Contractor shall be responsible for immediate repair of the utility.

DEVIATIONS NECESSITATED BY OTHER STRUCTURES: Whenever obstructions not shown on the drawings are encountered during the progress of the work and interfere to such an extent that an alteration in the line or grade is required, the Engineer shall have the authority to change the line or grade and, if necessary, help the Contractor negotiate, or arrange, with the owners of the obstruction for the removal, relocation or reconstruction of the same. If the change in line or grade results in an increase in the amount of work performed by the Contractor, such additional work shall be paid for on the basis of the unit price bid in the Bid Schedule.
Existing underground installations such as water lines, sewer lines, gas lines, telephone lines, television lines, power lines and similar buried structures in the vicinity of the project are not shown on the drawings. The Contractor shall be solely responsible for locating all existing underground installations, including service connections, in advance of excavation or trenching, by contacting the owners thereof and prospecting. The Contractor shall use his own information and shall not rely upon any information shown on the drawings concerning existing underground installations.

**BRAND NAME OR SIMILAR:** Items may be specified by brand name, make and model to indicate the type, characteristics and quality of the item to be furnished and, in some instances, to indicate the specific item which the Engineer feels is best suited for the particular application. The “or similar” clause is used to permit the Contractor to use equipment which, for one reason or another, may be to his or the Owner’s advantage.

All bidders are requested to bid the work to be performed and the equipment to be supplied under this contract as specified. After the contract is awarded, the successful bidder is requested to submit proposals to the Engineer for alternate methods of execution and equipment. No submittal is required if the Contractor uses the makes and models specified. Sufficient descriptions and materials specifications shall be submitted to permit evaluation and comparison of the proposed alternative. Whenever a material, article or piece of equipment is identified on the drawings or in the specifications be reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance of other salient requirements and that other products with similar capacities, quality and function shall be considered. The contractor may recommend the substitution of a material, articles, or piece of equipment of similar substance and function for those referred to in the contract documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of similar substance and function to that specified, the Engineer may approve its substitution and use by the contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without change in the contract price or contract time. Only those alternate proposals that the Engineer opines to similar to or better than “as specified” and which will be compatible with the remainder of the system will be accepted. The “or similar” clause makes no reference that items must be identical in all respects if the above conditions are satisfied.

Alternate proposals must be submitted as soon as possible after award is made so as not to delay orders for materials and execution of the work. Requests for review of similarity will not be accepted from anyone except the Contractor, and such requests will not be considered until after the contract has been awarded. Substitutions made without approval of the Engineer are made at the Contractor’s own risk.

**NOTIFICATION OF UTILITY COMPANIES:** The Contractor shall be responsible for notifying all utility companies having underground or overhead utilities in the construction area. Such notification shall be made prior to the commencement of any construction and shall advise the companies of the Contractor’s construction schedule and nature of work.
HANDLING OF MATERIALS: All materials furnished by the Contractor shall be delivered and distributed at the site by the Contractor in a safe and responsible manner to that materials are not damaged.

POWER: The Contractor is responsible for providing power for all operations including equipment, and lighting.

WATER: The Contractor, at his sole expense, shall provide water for all operations including equipment, compaction work, and dust control.

WAIVERS AND VARIATIONS: Waivers for or variations to the following Technical Requirements may be granted by the Engineer if, in his opinion, such waivers or variations are in the best interests of the project and the Owner.

DETAILED TECHNICAL REQUIREMENTS: The detailed technical requirements that follow are identified by item number that refers to the items of work on the Bid Schedule. Item numbers on the Bid Schedule that are followed by a letter refer to the same item of material but a different size, class or division of work.
## Required CDOT Bid Forms

<table>
<thead>
<tr>
<th>Form</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDOT Form #66 Prequalification Application</td>
<td>50</td>
</tr>
<tr>
<td>&quot;DO NOT SUBMIT CDOT FORM 66 WITH YOUR BID. This form is for bidders that are not prequalified with CDOT. Follow submittal instructions on the form&quot;.</td>
<td></td>
</tr>
<tr>
<td>CDOT Form #606 Anti-Collusion Affidavit</td>
<td>58</td>
</tr>
<tr>
<td>CDOT Form #1413 Anticipated DBE Partnership Plan</td>
<td>59</td>
</tr>
<tr>
<td>CDOT Form #1414 Bidders List</td>
<td>60</td>
</tr>
</tbody>
</table>
Contractor instructions:
Complete this form and submit to CDOT at least 17 days before you bid on a project. Failure to do so may delay your prequalification and ability to bid.

Resubmit this form during the year if there are changes in your company ownership or financial standing.

All applications:
1. Send current W9 for the office where you receive payments for CDOT work. Address on W9 form MUST match address below.

On projects greater than $1,500,000:
1. Submit an audited financial statement. It must comply with generally accepted accounting principles and include an independent CPA's opinion. A CPA review or compilation opinion is not acceptable.
2. Include a recently signed and dated letter from the bonding agent or bonding company indicating the contract performance bond capacity for the contractor.

On projects of less than $1,500,000 but greater than $600,000:
1. Attach a CPA review OR
2. Attach an audited statement without a letter from the bond company stating capacity.

On projects of less than $600,000:
1. Complete SECTION THREE - FINANCIAL BALANCE SHEET OR
2. Compiled statement.

It is your responsibility to submit this form each year before the date your prequalification expires. Your failure to reapply will result in automatic expiration of your prequalification.

Company name
Phone #
FAX phone #

Company address (street, city, county, state and zip)

Contact person name

Email address

Business type
da Corporation da Co-partnership da Individual da Joint venture

Federal Employer Identification number

I intend to:

☑ bid on any CDOT project. (I understand my company must be prequalified by CDOT)

☑ bid on:

CDOT project #

Scheduled bid opening date

CDOT project #

Scheduled bid opening date

☑ bid on non-CDOT public agency project:

Agency name

Scheduled bid opening date

Project ID #

Description of work

☑ request a new prequalification rating. (I'm attaching information which indicates a change in my previously submitted CDOT Form #66)
SECTION ONE - GENERAL INFORMATION AND HISTORY

Report any changes in numbers 3, 9, through 14 to CDOT within 10 days of the change.

1. If your company is a co-partnership, complete:

   Partner name and address (street, city, state and zip)  Partner name and address (street, city, state and zip)

2. If your company is incorporated, complete:

   Date incorporated  State incorporated  Cash capital paid

3. If you are an out-of-state contractor, who is your Colorado registered agent?

   Name  Phone no.

   Address (street, city, state and zip)

4. List your business partners or associates that have worked with you in the last 5 years.

   Name  Name

   Name  Name

   Name  Name

   Name  Name
5. How many years has your company been in the contracting business? | general contracting? | subcontracting?

6. List the construction experience of the principle individuals who work for you.

<table>
<thead>
<tr>
<th>Name</th>
<th>Present position</th>
<th>Years experience</th>
<th>Magnitude and type of work</th>
<th>In what capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

7. List the projects your company completed in the last 5 years. (Include city, county or state projects)

<table>
<thead>
<tr>
<th>Year</th>
<th>Type of work</th>
<th>Employer name</th>
<th>Contract amount</th>
<th>Work location (city, county or state)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

8. Attach a list of your construction equipment. (Include the quantity, name description and capacity)

9. Attach a list of your parent, affiliate or subsidiary companies. (Include relationship, percentage of ownership and principals)

10. Has your company, its parent, affiliate or subsidiary been denied prequalification in the last 5 years by any governmental agency in Colorado or any other state’s highway agency?

   - ☐ no
   - ☐ yes, (attach explanation)

11. Have you ever failed to complete any contract awarded to you?

   - ☐ no
   - ☐ yes, (attach statement with date, work location and reason)
12. Have any of your officers or partners failed to complete a contract while working for another company or managing a contract under their own names?
   - no   - yes, (attach statement with employee name, company name and reason)

13. Has any officer in your company, its parent, affiliate or subsidiary, been indicted/convicted of bid/contract related violations in the past 5 years?
   - no   - yes, (attach explanation)

14. Does your company have financial interests in other businesses?
   - no   - yes, (attach a list of the businesses)

15. Is your company owned or controlled by minorities or women?
   - no   - yes
   - if "yes" - is your company certified by the Department of Regulatory Agencies?   - no   - yes
   - if "no" - would you like to apply for certification and contact the Business Programs Office at (303) 757-9599   - no   - yes

**SECTION TWO - EXPERIENCE AND EQUIPMENT**

**CONSTRUCTION TYPE** - indicate the work your company performs using equipment you own.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>GENERAL CONSTRUCTION</td>
<td>Ability to mobilize and undertake work of any type and magnitude</td>
</tr>
<tr>
<td>2.</td>
<td>GRADING (GENERAL)</td>
<td>Roadway excavation and embankment of any magnitude</td>
</tr>
<tr>
<td>3.</td>
<td>LIGHT GRADING</td>
<td>Substantially less in scope than general grading category: minor widening reconstruction, blading, structure excavation, etc.</td>
</tr>
<tr>
<td>4.</td>
<td>AGGREGATES</td>
<td>Commercial-scale gravel producing operation</td>
</tr>
<tr>
<td>5.</td>
<td>PAVING (GENERAL)</td>
<td>Bituminous and portland cement concrete paving of any magnitude</td>
</tr>
<tr>
<td>6.</td>
<td>BITUMINOUS CONCRETE</td>
<td>Hot bituminous pavement production and/or replacement</td>
</tr>
<tr>
<td>7.</td>
<td>SEAL COAT</td>
<td>Chip seal (plant or road mix) and related work</td>
</tr>
<tr>
<td>8.</td>
<td>PORTLAND CEMENT CONCRETE</td>
<td>Portland cement concrete pavement production and/or placement</td>
</tr>
<tr>
<td>9.</td>
<td>STRUCTURES (GENERAL)</td>
<td>Highway structures of any magnitude and level of complexity</td>
</tr>
<tr>
<td>10.</td>
<td>SMALL BRIDGES</td>
<td>Steel, up to 80 ft. span (typical); concrete up to 50 ft. span (typical); bridge deck rehabilitation; all other lesser structures</td>
</tr>
<tr>
<td>11.</td>
<td>MINOR STRUCTURES</td>
<td>minor drainage and miscellaneous structures; inlets, storm sewer, pipe culverts, concrete box culverts up to 20 ft. span (typical), etc.</td>
</tr>
</tbody>
</table>

**INCIDENTAL** - Check only if work of this type is normally performed with your own forces

<p>| | | |</p>
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>CURB, GUTTER, FLATWORK</td>
<td>Curb, gutter, bikeway, median cover, slope paving etc.</td>
</tr>
<tr>
<td>13.</td>
<td>FENCING</td>
<td>Standard highway fencing (wire, chain link, etc.); noise barrier fence; delineation</td>
</tr>
<tr>
<td>14.</td>
<td>GUARD RAIL</td>
<td>Standard guard rail; concrete barrier; bridge rail; impact attenuator</td>
</tr>
<tr>
<td>15.</td>
<td>LANDSCAPING</td>
<td>Seeding, sodding, topsoil, planting, fertilizing, mulching, etc.</td>
</tr>
<tr>
<td>16.</td>
<td>PAVEMENT MARKING</td>
<td>Painted and/or thermoplastic pavement markings</td>
</tr>
<tr>
<td>17.</td>
<td>CONSTR. TRAFFIC CONTROL</td>
<td>Flagging, traffic control supervision, and/or construction traffic control devices</td>
</tr>
</tbody>
</table>

**SPECIALTY** - Check only if you are a likely bidder on projects consisting of this work type

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>PAVEMENT REPAIR</td>
<td>Pavement sawing, joint repair, mud-jacking, pressure grouting, milling, etc.</td>
</tr>
<tr>
<td>19.</td>
<td>STRUCTURE REPAIR</td>
<td>Miscellaneous structural component repair; pier caps, bearing devices, expansion devices, girders, bridge rail, etc.</td>
</tr>
<tr>
<td>20.</td>
<td>ELECTRICAL, SIGNALS</td>
<td>Lighting, wiring, signalization, traffic monitoring devices, etc.</td>
</tr>
<tr>
<td>21.</td>
<td>BUILDING CONSTRUCTION</td>
<td>Rest areas, ports of entry, miscellaneous building-related construction</td>
</tr>
<tr>
<td>22.</td>
<td>WATERLINE</td>
<td>Water lines, taps, and fittings; miscellaneous underground utility relocations</td>
</tr>
<tr>
<td>23.</td>
<td>SPRINKLER SYSTEM</td>
<td>Installation, adjustment, and repair of landscape irrigation systems</td>
</tr>
<tr>
<td>24.</td>
<td>OTHER: (list)</td>
<td></td>
</tr>
</tbody>
</table>
SECTION THREE - FINANCIAL BALANCE SHEET

If you intend to bid on contracts greater than $600,000 skip this section and attach an audited or reviewed financial statement. Go to SECTION FOUR - CERTIFICATION

Instructions: Complete the financial balance sheet and attach:

1. A summary describing the accounting methods you used to:
   a. compute profit on jobs in progress. Describe whether the profits are based on a complete contract or on a percent age of completion.
      - if based on a percentage of completion, describe the method used to measure progress (total estimated cost to date, estimate of total hours of labor to date, etc.).
   b. compute income tax if you used a method different from the method used on the financial statement.
   c. determine the inventory value.
   d. depreciate and/or amortize your property, plant and equipment (include the depreciation/amortization period).

2. A description of all your outstanding loans and notes payable including:
   - loan amount
   - repayment terms
   - interest rate
   - collateral (if any)

3. A description of your commitments and contingency liabilities such as:
   - long-term, non-cancellable leases
   - purchase orders for large equipment leases
   - unsettled significant lawsuits and claims

4. A description of your transactions with related parties including:
   - the business purpose of the transaction
   - the nature of the relationship
   - any special or unusual payment terms
   - the volume of the transactions
### ASSETS

#### CURRENT ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Short-Term Investments</td>
<td>$</td>
</tr>
<tr>
<td>Marketable Securities at Cost</td>
<td>$</td>
</tr>
<tr>
<td>Accounts Receivable:</td>
<td>$</td>
</tr>
<tr>
<td>Current Billings on Contracts</td>
<td>$</td>
</tr>
<tr>
<td>Retention on Contracts</td>
<td></td>
</tr>
<tr>
<td>Current Portion of Notes Receivable</td>
<td>$</td>
</tr>
<tr>
<td>Other Receivables</td>
<td></td>
</tr>
<tr>
<td>Less: Allowance for Doubtful Accounts</td>
<td></td>
</tr>
<tr>
<td>Net Receivables</td>
<td>$</td>
</tr>
<tr>
<td>Equity and Advances to Joint Ventures</td>
<td></td>
</tr>
<tr>
<td>Costs and Estimated Earnings in Excess of Billings on Contracts or Costs in Excess of Billings on Contracts</td>
<td></td>
</tr>
<tr>
<td>Inventory</td>
<td></td>
</tr>
<tr>
<td>Prepaid Expenses</td>
<td></td>
</tr>
<tr>
<td>Other Current Assets</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CURRENT ASSETS** $ 

#### OTHER ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due from Officers and Employees</td>
<td>$</td>
</tr>
<tr>
<td>Investments in and Advances to affiliated Companies</td>
<td></td>
</tr>
<tr>
<td>Cash Value of Life Insurance</td>
<td></td>
</tr>
<tr>
<td>Less Policy Loans of $</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL OTHER ASSETS** $ 

#### PROPERTY, PLANT AND EQUIPMENT

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plant</td>
<td>$</td>
</tr>
<tr>
<td>Buildings</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
</tr>
<tr>
<td>Less: Accumulated Depreciation</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL** $ 

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL PROPERTY, PLANT AND EQUIPMENT** $ 

**TOTAL ASSETS** $ 

---

Page 6 of 8
**FINANCIAL BALANCE SHEET - AS OF:** (date)______________________________

- Add line items, if necessary, under the appropriate caption.

## LIABILITIES AND STOCKHOLDER/EQUITY

### CURRENT LIABILITIES

<table>
<thead>
<tr>
<th>Account</th>
<th>Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trade</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Due Subcontractors-Current</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Due Subcontractors-Retention</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Notes Payable and Current Maturities of Long Term Debt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Portion of Notes Payable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billings in Excess of Costs and Estimated Earnings on Contracts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billings in Excess of Costs on Contracts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advance Payments on Contracts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accrued Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accrued Income Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Current Liabilities (describe)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL CURRENT LIABILITIES</strong></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

### DEFERRED INCOME TAXES-NONCURRENT

### LONG-TERM DEBT LESS CURRENT MATURITIES

### OTHER (describe)

### CONTINGENT LIABILITIES (see note _____) (attach explanation:)

| **TOTAL LIABILITIES** | $ |

### STOCKHOLDERS/EQUITY (or NET WORTH)

<table>
<thead>
<tr>
<th>Account</th>
<th>Amount</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual or Partnership Capital</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preferred Stock, $................................Par Value,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>............Shares, Authorized, ...............Shares</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Issued and Outstanding</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Common Stock, $................................Par Value,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>............Shares, Authorized, ...............Shares</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Issued and Outstanding Additional Paid in Capital</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retained Earnings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Less Cost of ................................ Shares of Treasury Stock</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL STOCKHOLDERS/EQUITY</strong></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

| **TOTAL LIABILITIES AND STOCKHOLDERS/EQUITY** | $ |

Page 7 of 8
SECTION FOUR - CERTIFICATION

I/WE CERTIFY AND UNDERSTAND:

- That the financial balance sheet or the attached audit was prepared from the books and records of my/our company and details all company assets and liabilities.

- That any changes in my/our financial condition requires me/us to refrain from bidding until I/we submit an updated financial statement and the statement is approved by CDOT.

- Any reference listed is authorized to supply CDOT with all necessary information to verify this statement.

I/WE DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS FORM (INCLUDING EXPERIENCE, FINANCIAL CONDITION AND ALL ATTACHMENTS) ARE TRUE AND COMPLETE TO THE BEST OF MY/OUR KNOWLEDGE.

<table>
<thead>
<tr>
<th>President name and signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vice-president name and signature</td>
<td>Date</td>
</tr>
<tr>
<td>Secretary name and signature</td>
<td>Date</td>
</tr>
<tr>
<td>Treasurer name and signature</td>
<td>Date</td>
</tr>
<tr>
<td>Co-partner signature and title (if applicable)</td>
<td>Date</td>
</tr>
<tr>
<td>Co-partner signature and title (if applicable)</td>
<td>Date</td>
</tr>
<tr>
<td>Co-partner signature and title (if applicable)</td>
<td>Date</td>
</tr>
</tbody>
</table>

Additional signatures of those individuals that are authorized to sign bid proposals and sign contracts

NOTE - You must sign exactly as bid proposals and contracts will be signed

<table>
<thead>
<tr>
<th>Other</th>
<th>Title:</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other</td>
<td>Title:</td>
<td>Date</td>
</tr>
<tr>
<td>Other</td>
<td>Title:</td>
<td>Date</td>
</tr>
<tr>
<td>Other</td>
<td>Title:</td>
<td>Date</td>
</tr>
<tr>
<td>Other</td>
<td>Title:</td>
<td>Date</td>
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</tbody>
</table>

IF YOU ARE A CORPORATION ATTACH YOUR COMPANY SEAL
COLORADO DEPARTMENT OF TRANSPORTATION

ANTI-COLLUSION AFFIDAVIT

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:
1. 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.
2A. 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.
2B. 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.
3A. 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 non-competitive bid or other form of complementary bid.
3B. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor's firm or company name

By

Date

Title

2nd contractor's firm or company name. (If joint venture.)

By

Date

Title

Sworn to before me this day of, 20

Notary Public

My commission expires

NOTE: This document must be signed in ink.
COLORADO DEPARTMENT OF TRANSPORTATION

ANTICIPATED DBE PARTICIPATION PLAN

<table>
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<tr>
<th>Bidder:</th>
<th>Project:</th>
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<tbody>
<tr>
<td>Contact:</td>
<td>Project Code:</td>
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<tr>
<td>Phone:</td>
<td>Date of Proposal:</td>
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<tr>
<td>Email:</td>
<td>Contract Goal:</td>
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<tr>
<td>Preferred Contact Method:</td>
<td>Region:</td>
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### DBE Commitments

<table>
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<tr>
<th>DBE Firm Name</th>
<th>Work to Be Performed</th>
<th>Commitment Amount</th>
<th>Eligible Participation</th>
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Total Eligible Participation

Total Bid Amount

Total Eligible Participation Percentage

**Bidder Signature**

This section must be signed by an individual with the authority to bind the Bidder. By signing this form, as an authorized representative of the Bidder, you declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best your knowledge. Further, you attest that you have read the Standard Special Provision Disadvantaged Business Enterprise Requirements and understand the following:

CDOT shall not award a contract until it has been determined that the contract goal has been met or that you have otherwise demonstrated good cause. Once your proposal has been submitted, commitments may not be modified or terminated without the approval of CDOT. If selected as the lowest apparent bidder, you shall submit a Form 1415 for each commitment listed above. If you have not met the contract goal, you will also be required to submit documentation of all good faith efforts to meet the contract goal.

It is your responsibility to ensure that the selected DBEs are certified for the work to be performed and that their eligible participation has been properly counted. For additional information and instructions on calculating eligible participation, see the Standard Special Provision Disadvantaged Business Enterprise Requirements.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Signature</th>
<th>Date</th>
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</table>

This form must be submitted by the proposal deadline. For CDOT projects, submit to cdot_hq_dbeforms@state.co.us.

Civil Rights and Business Resource Center

CDOT Form # 1414 01/14
COLORADO DEPARTMENT OF TRANSPORTATION

BIDDERS LIST

<table>
<thead>
<tr>
<th>Project Name and Number</th>
<th>Project Code</th>
<th>Proposal Date</th>
<th>Contractor</th>
<th>Region</th>
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</thead>
</table>

Subcontractors/Suppliers/Vendors: The bidder must list all firms seeking to participate on the contract. This information is used by the Colorado Department of Transportation (CDOT) to determine overall goals for the Disadvantaged Business Enterprise Program. Failure to submit this form may result in the proposal being rejected.

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Email</th>
<th>Work Proposed (Select all that apply)</th>
<th>DBE (Y/N)</th>
<th>Selected (Y/N)</th>
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</table>

I certify that the information provided herein is true and correct to the best of my knowledge.

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature/Initials</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

Work Proposed Categories:

- 1. Materials and Supplies
- 2. Flagging and Traffic Control
- 3. Trucking and Hauling
- 4. Precast Concrete, Foundations, and Footings
- 5. Concrete Paving, Flatwork, and Repair
- 6. Lighting and Electrical
- 7. Signs, Signal Installation, and Guardrail
- 8. Fencing
- 10. Utility, Water and Sewer Lines
- 11. Structural Steel and Steel Reinforcement
- 12. Riprap and Anchored Retaining Walls
- 13. Landscape and Erosion Control
- 14. Bridge and Bridge Deck Construction
- 15. Asphalt Paving
- 16. Road and Parking Lot Marking
- 17. Chip Seal, Crack Seal, Joint Seal and Crack Fill
- 18. Bridge Painting and Coating
- 19. Stairway and Ornamental Metal
- 20. Parking Lots and Commercial Sidewalks
- 21. Clearing, Demolition, Excavation and Earthwork
- 22. Engineering and Surveying Services
- 23. Public Relations and Involvement
- 24. Piles and Deep Foundations
- 25. Waste Management and Recycling
- 26. Site Clean Up
- 27. Mechanical and HVAC
- 28. Tunnel Construction
- 29. Profiling and Grinding
- 30. Environmental Health and Safety

This form must be submitted by the proposal deadline. For CDOT projects, submit to cdot_hq_dbeforms@state.co.us.

CDOT Form #1413 01/14
Appendix B

Required CDOT Apparent Low Bidder Forms

<table>
<thead>
<tr>
<th>Form</th>
<th>Pages</th>
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</thead>
<tbody>
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<td>CDOT Form #605 Contractors Performance Capability Statement</td>
<td>62</td>
</tr>
<tr>
<td>CDOT Form #621 Assignment of Antitrust Claims</td>
<td>63</td>
</tr>
<tr>
<td>CDOT Form #1415 Commitment Confirmation</td>
<td>64</td>
</tr>
<tr>
<td>CDOT Form #1416 Underutilized DBE Good Faith Effort Documentation</td>
<td>66</td>
</tr>
</tbody>
</table>
1. List names of partnerships or joint ventures  
   - none

2. List decreases in the contractors fiscal or workmanship qualifications compared to the last prequalification statement submitted to CDOT. (Attach additional sheets if necessary.)
   a. Key personnel changes  
      - none
   b. Key equipment changes  
      - none
   c. Fiscal capability changes (legal actions, etc.)  
      - none
   d. Other changes that may effect the contractors ability to perform work.  
      - none

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Contractor's firm or company name | By | Date | Title
--- | --- | --- | ---

2nd Contractor's firm or company name (if joint venture) | By | Date | Title
--- | --- | --- | ---
Contractor and Colorado Department of Transportation (CDOT) recognize that in actual economic practice antitrust violations ultimately impact on CDOT. Therefore, for good cause and as consideration for executing this contract and for receiving payments hereunder:

1. Contractor hereby irrevocably assigns to CDOT any and all claims it may now have or which may hereafter accrue to it under federal or state antitrust laws in connection with the particular project, goods or services purchased or acquired by CDOT pursuant to this contract.

2. Contractor hereby expressly agrees:
   a. That, upon becoming aware that a third party has commenced a civil action asserting on Contractor's behalf an antitrust claim which has been assigned to CDOT hereunder, Contractor shall immediately advise in writing:
      (1) Such third party that the antitrust claim has been assigned to CDOT, and
      (2) CDOT that such civil action is pending and of the date on which, in accordance with subparagraph a. (1) above, Contractor notified such third party that the antitrust claim had been assigned to CDOT;
   b. To take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder; and
   c. Promptly to pay over to CDOT its proper share of any payment under an antitrust claim brought on Contractor's behalf by any third party and which claim has been assigned to CDOT hereunder.

3. Further, Contractor agrees that in the event it hires one or more subcontractors to perform any of its duties under the contract, Contractor shall require that each such subcontractor:
   a. Irrevocably assign to CDOT (as a third party beneficiary) any and all claims that such subcontractor may have or which may thereafter accrue to the subcontractor under federal or state antitrust laws in connection with any goods or services provided by the subcontractor in carrying out the subcontractor's obligations to Contractor;
   b. Upon becoming aware that a third party has commenced a civil action on the subcontractor's behalf asserting an antitrust claim which has been assigned to CDOT hereunder, shall immediately advise in writing:
      (1) Such third party that the antitrust claim has been assigned to CDOT, and
      (2) Contractor and CDOT that such civil action is pending and of the date on which, in accordance with subparagraph b. (1) above, the subcontractor notified such third party that the antitrust claim had been assigned to CDOT;
   c. Take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder; and
   d. Promptly pay over to CDOT its proper share of any payment under an antitrust claim brought on the subcontractor's behalf by any third party and which claim has been assigned or dedicated to CDOT pursuant hereto.

I, acting in my capacity as officer of a bidder (bidders if a joint venture) do agree to the above assignment of antitrust claims.
**COLORADO DEPARTMENT OF TRANSPORTATION**

**COMMITMENT CONFIRMATION**

**SECTION 1.** This section must be completed by the Contractor.

<table>
<thead>
<tr>
<th>Project:</th>
<th>Project Code:</th>
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</thead>
<tbody>
<tr>
<td>Bidder/Contractor:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Contact:</td>
<td>Email:</td>
</tr>
<tr>
<td>DBE Firm Name:</td>
<td>DBE Phone:</td>
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<tr>
<td>DBE Address:</td>
<td>DBE Email:</td>
</tr>
</tbody>
</table>

**Commitment Details**

<table>
<thead>
<tr>
<th>Category</th>
<th>Work to be Performed</th>
<th>DBE Work Code(s)</th>
<th>Commitment Amount</th>
<th>Eligible Participation</th>
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<tbody>
<tr>
<td>Construction</td>
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<td>Trucking</td>
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<tr>
<td>Supplies</td>
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<tr>
<td>Services</td>
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<td><strong>Total</strong></td>
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This section must be signed by an individual with the power to contractually bind the Bidder/Contractor. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and accurate to the best of your knowledge.

<table>
<thead>
<tr>
<th>Bidder/Contractor Representative</th>
<th>Title</th>
<th>Signature</th>
<th>Date</th>
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</table>

**SECTION 2.** This section must be completed by the DBE. (Attach additional pages if necessary).

This document is not a contract with the Bidder/Contractor; it is an acknowledgement of the obligation that the Bidder/Contractor is making to CDOT. The amounts listed above may be less than the subcontractor or purchase order amount, but can never be more, and shall not reflect any mark up by the Bidder/Contractor. **All questions must be answered.**

- **Are you contracting directly with the Bidder/Contractor or with one of its subcontractors?** If with a subcontractor, provide the firm name.
- **Will you be purchasing supplies or materials or leasing or renting equipment from the Bidder/Contractor or its subcontractors?** If so, explain.
- **Do you intend to subcontract any portion of the work listed above?** If yes, state to which firms, what work and the approximate amount. Include trucking subcontractors and owner-operators.
- **Will you be providing trucking services on this project?** If so, state how many of your own trucks and employees you will have on this project.
- **Who within your firm will be supervising and responsible for your firm’s work on this project?**
- **Will you be acting as a broker on this project?** If so, state what you will be brokering and your approximate brokerage fee.
- **Will you be acting as a supplier on this project?** If so, please state what you will be supplying and whether you will manufacture the items.
This section must be signed by an individual with the power to contractually bind the DBE. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and to the best of your knowledge. You attest that you are eligible to participate as a DBE on this contract for the work listed above and have the capacity to perform the work as stated.

<table>
<thead>
<tr>
<th>DBE Representative</th>
<th>Title</th>
<th>Signature</th>
<th>Date</th>
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</table>

See the DBE Standard Special provision for additional information on completing and submitting this form.

**Pre-award CDOT projects:** Submit this form to the CDOT Civil Rights and Business Resource Center via fax to (303)757-9019. All originals must be sent to: CDOT Civil Rights and Business Resource Center, 4201 E. Arkansas Ave. Room 150, Denver, CO 80222.

**Pre-award local agency projects:** Submit this form to the local agency. All originals must be sent to: CDOT Civil Rights and Business Resource Center, 4201 E. Arkansas Ave. Room 150, Denver, CO 80222.
Section 1. Contractor and Project Information

<table>
<thead>
<tr>
<th>Bidder:</th>
<th>Project:</th>
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<tr>
<td>Address:</td>
<td>Project Code:</td>
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<tr>
<td>Contact Name:</td>
<td>Proposal Amount:</td>
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<tr>
<td>Contact Phone:</td>
<td>Contract Goal Percentage:</td>
</tr>
<tr>
<td>Contact Email:</td>
<td>Contract Goal Dollar Value:</td>
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</table>

Section 2. Efforts to Achieve DBE Participation. Attach a narrative that answers the questions below and complete Page 2 (Subcontractor Quote Summary). Provide any supporting documentation which demonstrates your good faith efforts.

a. Describe your overall plan or approach to meeting the contract goal. Include how much and what work you intend to self-perform; how much and what work you intend to subcontract; what work areas were identified as subcontracting opportunities for DBEs; and the approximate number of DBEs per area.

b. Describe your efforts to obtain DBE participation (i.e. how you attempted to execute your plan or approach to meeting the contract goal). Include direct outreach (state the DBE solicited, date(s) and method of phone, email or fax); indirect outreach such as events, publications, and/or communication with minority and other organizations that you conducted to reach DBEs (state date(s), location and audience); other efforts you made to assist DBEs in competing for or obtaining contracts (accepting quotes from DBEs that may be higher than other subcontractors, modifications to contract scopes, unbundling, mentoring, etc.); and obstacles you encountered in assisting or contracting with DBEs. Cost alone shall not be a reason to reject a DBE and will be considered in the evaluation of Page 2.

c. If the eligible participation submitted on the Form 1414 was miscalculated, determined to be invalid, or otherwise did not meet the contract goal, your justification for such deficiencies and the remedies you have taken or intend to take to avoid the issue in the future. If you have obtained any additional commitments since submission of the bid, attach the Form 1415(s) and the reason why such commitments were not obtained prior to the proposal due date.

Section 3. Affidavit of Good Faith Efforts. The Bidder must show that it took all necessary and reasonable steps to achieve the DBE contract goal which by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if not fully successful. 49 CFR Part 26, Appendix A sets forth examples and guidance for good faith efforts. The contractor is not limited to the examples provided in 49 CFR Part 26, Appendix A and may provide any documentation that demonstrates good faith efforts to obtain DBE participation on this contract.

If, at any time, CDOT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, CDOT may initiate suspension or debarment proceedings against the person or firm under 49 CFR Part 29, take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice or Office of the Inspector General for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal program.

By signing below, the Bidder hereby affirms that it has made good faith efforts and has documented all such efforts in this form and the attached supporting documentation.

I, __________________________, am the _________________________ of __________________________.

I have the authority to make this affidavit for and on behalf of my company. All information provided herein and attached as evidence of my company’s good faith efforts is true and accurate to the best of my belief.

____________________________  ______________________________
Signature                  Date

Notarization: Must be completed by a licensed notary.

County of __________________________ State of __________________________

Subscribed and sworn before me this __________ day of __________________________

Notary Signature __________________________

Notary Address __________________________

CDOT projects: Submit this form and all supporting documentation to the CDOT Civil Rights and Business Resource Center via fax to (303)757-9019. All originals must be sent to: CDOT Civil Rights and Business Resource Center, 4201 E. Arkansas Ave. Room 150, Denver, CO 80222.

Local agency projects: Submit this form and all supporting documentation to the local agency. All originals must be sent to: CDOT Civil Rights and Business Resource Center, 4201 E. Arkansas Ave. Room 150, Denver, CO 80222.
### Subcontractor Quote Summary

(Attach additional pages if necessary.)

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>DBE (Y/N)</th>
<th>Work Type(s)</th>
<th>Quote Amount</th>
<th>Selected (Y/N)</th>
<th>Reason</th>
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Appendix C

CDOT Project Special Provisions
CONTRACT DOCUMENTS

US 160 McELMO FLUME SCENIC BY-WAY
INTERPRETIVE STOP AND PARKING LOT

Federal Aid Project No. SBY 1601-069
Project Code No. 19493

Montezuma County, Colorado

BID SET
September 4, 2015

Prepared by:
Russell Planning & Engineering
934 N. Main Ave, Unit C
Durango, CO 81301
(970) 385-4546
SPECIAL PROVISIONS

US 160 McELMO FLUME SCENIC BY-WAY INTERPRETIVE STOP AND PARKING LOT

The 2011 Standard Specifications for Road and Bridge Construction controls construction of this project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans.

PROJECT SPECIAL PROVISIONS

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Disadvantaged Business Enterprise (DBE) Contract Goal

This is a federally-assisted construction project. As described in the CDOT DBE Standard Special Provision, the Bidder shall make good faith efforts to meet the following contract goal:

0 % Percent DBE participation
ON THE JOB TRAINING CONTRACT GOAL

The Department has determined that On the Job Training 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 On the Job Trainees working in an approved training plan in this Contract has been established as follows:

Minimum number of total On the Job Training required  0 hours
PROJECT DESCRIPTION

The construction of this Scenic By-Way project will require coordination between the Contractor and Montezuma County.

This project was developed between The Trail of the Ancients (TOTA) and Montezuma County, with Montezuma County taking the lead. The Project Manager is James Dietrich, Montezuma County Natural Resources Planning & Public Lands Coordinator.

The earthwork materials will be provided by the Montezuma County Road and Bridge Department under the supervision of Rob Englehart, Montezuma County Road and Bridge Superintendent.

Providing the earthwork materials is Montezuma County’s “In-Kind” match to the federal funding for this project.

1. The County will crush and then haul ABC Class 4 and ABC Class 6 to the project site.
2. The County is prepared to use up to 6 belly dump trucks for 10 hours/day during the hauling operation.
3. The Contractor is responsible for clearing and grubbing the site.
4. Contractor work consists of any excavation as described in Section 203, disposal of any unsuitable subgrade material, subgrade preparation, placement and compaction to specification of all materials to lines and grades shown in plans.
5. The Contractor shall provide traffic control during the hauling operation.
6. The Contractor shall communicate with the County regarding hauling frequency (trucks/hr or trucks/day) during the hauling operation.

Montezuma County Contact Information:
James Dietrich, Natural Resources Planning and Public Lands Coordinator: 970-565-7402
Rob Englehart, Road and Bridge Superintendent: 970-565-8666
COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence work under the Contract on or before the 10th day following Contract execution or the 20th day following the date of award, whichever comes later, unless such time for beginning the work is changed by Montezuma County in the "Notice to Proceed."

The Contractor shall complete all work by November 20, 2015 in accordance with the "Notice to Proceed."

Section 108 of the Standard Specifications is hereby revised for this project as follows:

Subsection 108.03 shall include the following:

The Contractor's progress schedule may be a Bar Chart Schedule. This Bar Chart Schedule needs to include work performed by Montezuma County as well. Salient features to be shown on the Contractor's Bar Chart Progress Schedule are:

1. Construction Surveying
2. Contractor Submittals (COC’s, mix designs etc…)
3. Traffic Control Advance Construction Signing
4. Contractor Mobilization
5. Place Erosion Control Devices
6. Clearing and Grubbing
7. Coordination plan for material delivery by County and placement by Contractor
8. Geotextile and rip rap Placement
9. Concrete Sidewalk and Viewing Pad
10. Fabrication and Installation of Viewing Pad Railing and Kiosk
11. Pave Parking Lot
12. Landscape and Cleaning
13. Substantial Completion
14. Close-out Submittals
15. Contract Completion

This schedule shall include anticipated delay days in the work due to weather.

Weekly project meetings shall be held on-site at a consistent time and place, to be established at the beginning of the project. The purpose of these weekly meetings is:

1. To define expected progress within the upcoming week period
2. Identify potential factors that may affect completion of critical work
3. Review overall project status in regard to the Progress Schedule.

As a part of the weekly meetings, a two week look-ahead shall be prepared as a tool in monitoring progress of the work. Required attendees of the weekly meetings shall be, as a minimum, the Project Superintendent, the Project Manager, the designated County Representative, the TECS Administrator, and key subcontractors involved in pertinent phases of the project.
REVISION OF SECTION 101
DEFINITION AND TERMS

Section 101 of the Standard Specifications is hereby revised for this project as follows:

Technical Specifications related to construction materials and methods for the work embraced under this Contract shall consist of the Colorado Department of Transportation, Standard Specifications for Road and Bridge Construction, dated 2011.

Certain terms utilized in the Specifications referred to in the paragraph above shall be interpreted to have different meanings within the scope of the Contract. A summary of redefinitions follows:

Subsection 101.10 CDOT Resident Engineer shall be defined as the Montezuma County Project Manager that is in responsible charge of the Project.

Subsection 101.28 Department shall be replaced with Montezuma County.

Subsection 101.29 Engineer shall be defined as Montezuma County Manager acting directly or through an authorized representative, who is responsible for engineering and administrative supervision of the project. The terms Engineer (101.29), Project Engineer (101.51), Chief Engineer and Project Manager shall be interchangeable in this contract.

Subsection 101.39 Laboratory shall be defined as the testing laboratory of Montezuma County or other laboratory designated by Montezuma County.

Subsection 101.58 Region Transportation Director shall be defined as the Montezuma County Manager.

Subsection 101.76 State shall mean Montezuma County, Colorado (where applicable).

In addition, the following definitions shall be added:

Subsection 101.96: Colorado Department of transportation (CDOT) shall be defined as Montezuma County.

Subsection 101.97 State of Colorado – When used in terms of the contract authority, shall be defined as Montezuma County.
REVISION OF SECTION 105
CLAIMS FOR CONTRACT ADJUSTMENT

Section 105 of the Standard Specifications is hereby revised for this project as follows:

Section 105.21 shall be modified to include the following:

The Colorado Department of Transportation will not participate in the resolution process for any claims filed by the contractor.
REVISION OF SECTION 106
CONTROL OF MATERIAL (SAMPLING)

Section 106 of the Standard Specifications is hereby revised for this project as follows:

In subsection 106.03 delete the fifth paragraph and replace with the following:

Samples will be taken by the Department except that the Contractor shall sample the following:

1. Asphalt cement, asphalt rejuvenating agent and emulsified asphalt in accordance with AASHTO T 40.
2. Hot mix asphalt items 403 in accordance with Colorado Procedure 41, Method B.
3. A composite of aggregates for hot mix asphalt in accordance with Colorado Procedure 30.
4. Plastic Portland cement concrete in accordance with AASHTO T 141 and Colorado Procedure 61. The contractor shall transport the concrete sample to the place of testing.

The Engineer will designate the sampling time, location, and sample size. The sampling will be conducted in the presence of the Engineer.
REVISION OF SECTION 107
PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

Section 107 of the Standard Specification is hereby revised as follows:

Subsection 107.12 shall include the following:

In accordance with Section 107.12, The Contractor shall save existing riparian, wetlands and other existing vegetation, except for those that must be removed to accommodate construction of the project.

The Contractor shall fence specific areas of vegetation to be protected in the field as shown in the plans or as directed by the Engineer.

The Contractor shall perform all the work in such a manner that the least environmental damage will result. Any questionable areas or items shall be brought to the attention of the Engineer for approval prior to vegetation removal or any damaging activity.

Damaged or destroyed fenced trees, shrubs, or wetlands, which could have been saved, shall be replaced at the expense of the Contractor. If the vegetation fence is knocked down or destroyed by the Contractor, the Engineer will suspend the work, wholly or in part, until the fence is repaired to the Engineer’s satisfaction at the Contractor’s expense.

Time lost due to such suspension will not be considered a basis for adjustment of time charges, but will be charged as contract time.
REVISION OF SECTION 107
INSURANCE

Section 107.18 is hereby revised to read:

For this project all insurance certificates shall name the Colorado Department of Transportation (CDOT), Montezuma County, Trail of the Ancients (TOTA) and Russell Planning & Engineering as an additional insured party.
Section 108 of the Standard Specifications is hereby revised for this project as follows:

Subsection 108.03 shall include the following:

The Contractor shall present a preliminary bar chart to the Engineer at or prior to the preconstruction conference. This preliminary bar chart shall show the major features of the project for the entire project time frame.

Subsection 108.07 shall include the following:

Contractor work hours shall during daylight hours only Monday through Friday.

Subsection 108.10 shall include the following:

The Contractor is responsible for reviewing and understanding plans, specifications and standards. Contractor shall abide by said documents and complete the project accordingly. Additional work and/or materials required to bring work into conformance will be the responsibility of the contractor and shall not add to the cost of the project.
REVISION OF SECTION 203
EXCAVATION AND EMBANKMENT (SPECIAL)

Section 203 of the Standard Specifications is hereby revised for this project as follows:

Subsection 203.1 shall be deleted and replaced with the following:

1. Montezuma County Road and Bridge will crush and haul sufficient Aggregate Base Course (Class 4) and (Class 6) materials to the project site.
2. For the purposes of payment, Aggregate Base Course (Class 4) and (Class 6) shall serve as embankment material with a minimum thickness of 6-inches for each material.
3. Contractor work consists of any excavation as described in Section 203, disposal of any unsuitable or unused subgrade material, subgrade preparation, placement and compaction to specification of all materials to lines and grades shown in plans.
4. The Contractor shall provide traffic control during the hauling operation.
5. The Contractor shall coordinate with the County regarding quantities needed and hauling frequency (trucks/hr or trucks/day) during the hauling operation.

It is the responsibility of Montezuma County to ensure the Aggregate Base Course (Class 4) and (Class 6) provided to the project meets the specifications identified in the Plans and Specifications.

Pay Item Pay Unit
Embankment Lump Sum
REVISION OF SECTION 207
TOPSOIL

Section 207 of the Standard Specifications is hereby revised for this project as follows:

Subsection 207.02 shall be revised to contain the following:

Topsoil shall consist of loose friable loam reasonably free of admixtures of subsoil, refuse, stumps, roots, rocks, brush, weeds, heavy clay, hard clods, toxic substances, construction debris or other material which would be detrimental to the proper development of vegetative growth. The Owner’s Representative reserves the right to reject any topsoil deemed unsuitable upon the sole discretion of the Owner's Representative.

Soil tests and a physical sample for imported topsoil shall be submitted to the Owner’s Representative for approval prior to delivery to site.

Subsection 207.03 shall be revised to contain the following:

Materials selected for topsoil and lying within the clearing limits shall be excavated and stockpiled at designated locations. Minimum excavation depth for topsoil shall be 6 inches. All excess suitable topsoil shall remain the property of the Owner, and shall be stockpiled at a site as designated by the Owner's Representative. All unsuitable topsoil as determined by the Owner's Representative shall be removed and legally disposed of off-site at the expense of the Contractor.

Topsoil shall not be placed until the areas to be covered have been properly prepared and grading operations and all other construction activity in the area have been completed. Topsoil shall be placed and spread in all areas of construction disturbance at a minimum depth of 4 inches or as specified on the drawings. Topsoil shall be keyed to the underlying material by the use of harrows, rollers, or other equipment suitable for the purpose. Variations shall not be more than 0.04 ft. Remove all debris subject to termite attack, rot or corrosion, and all other deleterious materials from areas to be filled. All loose rock larger than 3” in dryland areas within the top 6 inches shall be removed. Additional trace elements at a rate of 100 to 250 pounds per acre, as required by the soil tests, shall be thoroughly mixed with the fertilizer. Fertilizer and trace elements shall be thoroughly incorporated into the topsoil at the application rates approved by the Owner’s Representative.

Subsection 207.04 shall be deleted and replaced with the following:

Topsoil shall be measured by the total quantity placed and accepted by the City and Owner’s Representative. Stripping, stockpiling, respreading, importing and placing topsoil will not be measured separately but shall be included in the Topsoil bid item.
REVISION OF SECTION 213
MULCHING

Section 213 of the Standard Specifications is hereby revised for this project as follows:

In subsection 213.02, paragraph 8, add the following:

Wood fiber shall be thermally refined. The specific hydromulch materials proposed for the project by the Contractor must be approved by Montezuma County as part of the submittal process. These materials shall include, but not be limited to, the hydromulch product, the tackifier product, and the associated mixing and application procedures per the manufacturer’s instructions.

In subsection 213.02, revise to include the following:

Wood chip mulch shall be single shredded red cedar bark mulch. Submit sample for approval by Owner’s Representative.
1

SECTION 240
PROTECTION OF MIGRATORY BIRDS
BIOLOGICAL WORK PERFORMED BY THE CONTRACTOR'S BIOLOGIST

Section 240 is hereby added to the Standard Specifications for this project as follows:

DESCRIPTION

240.01 This work consists of protecting migratory birds during construction.

MATERIALS AND CONSTRUCTION REQUIREMENTS

240.02 The Contractor shall schedule clearing and grubbing operations and work on structures to avoid taking (pursue, hunt, take, capture or kill; attempt to take, capture, kill or possess) migratory birds protected by the Migratory Bird Treaty Act (MBTA). The Contractor shall retain a qualified wildlife biologist for this project. The wildlife biologist shall have a minimum of three years experience conducting migratory bird surveys and implementing the requirements of the MBTA. The Contractor shall submit documentation of the biologist's education and experience to the Engineer for acceptance. A biologist with less experience may be used by the Contractor subject to the approval of the Engineer based on review of the biologist's qualifications.

The wildlife biologist shall record the location of each protected nest, bird species, the protection method used, and the date installed. A copy of these records shall be submitted to the Engineer.

(a) Vegetation Removal. When possible, vegetation shall be cleared prior to the time when active nests are present. Vegetation removal activities shall be timed to avoid the migratory bird breeding season which begins on April 1 and runs to August 31. All areas scheduled for clearing and grubbing between April 1 and August 31 shall first be surveyed within the work limits for active migratory bird nests. The Contractor's wildlife biologist shall also survey for active migratory bird nests within 50 feet outside work limits. Contractor personnel shall enter areas outside CDOT right of way only if a written, signed document granting permission to enter the property has been obtained from the property owner. The Contractor shall document all denials of permission to enter property. The Contractor shall avoid all active migratory bird nests. The Contractor shall avoid the area within 50 feet of the active nests or the area within the distance recommended by the biologist until all nests within that area have become inactive. Inactive nest removal and other necessary measures shall be incorporated into the work as follows:

1. Tree and Shrub Removal or Trimming. Tree and shrub removal or trimming shall occur before April 1 or after August 31 if possible. If tree and shrub removal or trimming will occur between April 1 and August 31, a survey for active nests shall be conducted by the wildlife biologist within the seven days immediately prior to the beginning of work in each area of tree and shrub removal or trimming. The survey shall be conducted for each phase of tree and shrub removal or trimming.
If an active nest containing eggs or young birds is found, the tree or shrub containing the active nest shall remain undisturbed and protected until the nest becomes inactive. The nest shall be protected by placing fence (plastic) a minimum distance of 50 feet from each nest to be undisturbed. This buffer dimension may be changed if determined appropriate by the wildlife biologist and approved by the Engineer. Work shall not proceed within the fenced buffer area until the young have fledged or the nests have become inactive.

If the fence is knocked down or destroyed by the Contractor, the Engineer will suspend the work, wholly or in part, until the fence is satisfactorily repaired at the Contractor’s expense. Time lost due to such suspension will not be considered a basis for adjustment of time charges, but will be charged as contract time.

2. Grasses and Other Vegetation Management. Due to the potential for encountering ground nesting birds’ habitat, if work occurs between April 1 and August 31, the area shall be surveyed by a wildlife biologist within the seven days immediately prior to ground disturbing activities.

The undisturbed ground cover to 50 feet beyond the planned disturbance, or to the right of way line, whichever is less, shall be maintained at a height of 6 inches or less beginning April 1 and continuing until August 31 or until the end of ground disturbance work, whichever comes first.

If birds establish a nest within the survey area, an appropriate buffer of 50 feet will be established around the nest by the CDOT biologist. This buffer dimension may be changed if determined appropriate by the CDOT biologist and approved by the Engineer. The Contractor shall install fence (plastic) at the perimeter of the buffer. Work shall not proceed within the buffer until the young have fledged or the nests have become inactive.

If the fence is knocked down or destroyed by the Contractor, the Engineer will suspend the work, wholly or in part, until the fence is satisfactorily repaired at the Contractor’s expense. Time lost due to such suspension will not be considered a basis for adjustment of time charges, but will be charged as contract time.

(b) Work on structures. The Contractor shall prosecute work on structures in a manner that does not result in a taking of migratory birds protected by the Migratory Bird Treaty Act (MBTA). The Contractor shall not prosecute the work on structures during the primary breeding season, April 1 through August 31, unless he takes the following actions:

1. The Contractor shall remove existing nests prior to April 1. If the Contract is not awarded prior to April 1 and CDOT has removed existing nests, then the monitoring of nest building shall become the Contractor’s responsibility upon Notice to Proceed.

2. During the time that the birds are trying to build or occupy their nests, between April 1 and August 31, the Contractor shall monitor the structures at least once every three days for any nesting activity.

3. If the birds have started to build any nests, they shall be removed before the nest is completed. Water shall not be used to remove the nests if nests are located within 50 feet of any surface waters.
(4) Installation of netting may be used to prevent nest building. The netting shall be monitored and repaired or replaced as needed. Netting shall consist of a mesh with openings that are ¾ inch by ¾ inch or less.

If an active nest become established, i.e., there are eggs or young in the nest, all work that could result in abandonment or destruction of the nest shall be avoided until the young have fledged or the nest is unoccupied as determined by the wildlife biologist and approved by the Engineer. The Contractor shall prevent construction activity from displacing birds after they have laid their eggs and before the young have fledged.

If the project continues into the following spring, this cycle shall be repeated. When work on the structure is complete, the Contractor shall remove and properly dispose of netting used on the structure.

(c) The wildlife biologist shall conduct raptor nest surveys within 0.5 mile of the construction site prior to the start of construction and prior to each construction phase for construction activities occurring from February 15-July 15. This survey can be done with binoculars. If construction activities are located within the Colorado Parks and Wildlife (CPW) recommended buffer zone for specific raptors, "NO WORK" zones shall be established around active sites during construction according to the CPW standards or as recommended by the wildlife biologist in consultation with the CPW. The "NO WORK" zone shall be marked with either fencing or signing. Work shall not proceed within a “NO WORK” zone until the wildlife biologist has determined that the young have fledged or the nest is unoccupied.

(d) Taking of a Migratory Bird. The taking of a migratory bird shall be reported to the Engineer. The Contractor shall be responsible for all penalties levied by the U. S. Fish and Wildlife Service (USFWS) for the taking of a migratory bird.

METHOD OF MEASUREMENT

240.03 Wildlife Biologist will be measured by the actual authorized number of hours a wildlife biologist is on site performing the required tasks. Removal of nests will be measured by the actual number of man-hours spent removing inactive nests just prior to and during the breeding season, April 1 through August 31. During this period, the Contractor shall submit to the Engineer each week for approval a list of the workers who removed nests and the number of hours each one spent removing nests.

Netting will be measured by the square yard of material placed to keep birds from nesting on the structure. Square yards will be calculated using the length of netting measured where it is attached to the ground and the average height of the netting where it is attached to the structure.

BASIS OF PAYMENT

240.04 The accepted quantities measured as provided above will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wildlife Biologist</td>
<td>Hour</td>
</tr>
</tbody>
</table>
Removal of Nests

Payment for Wildlife Biologist will be full compensation for all work and materials required to complete the item, including wildlife biologist, wildlife survey, and documentation (record of nest location and protection method)

Payment for Removal of Nests will be full compensation for all work and material required to complete the work.

Clearing and grubbing will be measured and paid for in accordance with Section 201. Mowing will not be measured and paid for separately, but shall be included in the work.

Removal and trimming of trees will be measured and paid for in accordance with Section 202.

Fence (Plastic) will be measured and paid for in accordance with Section 607.
REVISION OF SECTION 304
AGGREGATE BASE COURSE

Section 304 of the Standard Specifications is hereby revised for this project as follows:

Subsection 304.02 shall include the following:

Materials serving as Embankment per revision of Section 203 Excavation and Embankment (Special) shall be Aggregate Base Course (Class 4) and Aggregate Base Course (Class 6) as shown in subsection 703.03.

The aggregate base course (Class 4) and (Class 6) must meet the gradation requirements and have a resistance value of at least 50 and 78 respectively when tested by the Hveem Stabilometer method.

It is the responsibility of Montezuma County to ensure the Aggregate Base Course (Class 4) and (Class 6) provided to the project meets the specifications identified in the Plans and Specifications.
REVISION OF SECTIONS 401 AND 403
HOT MIX ASPHALT (PATCHING) (ASPHALT)

Sections 401 and 403 of the Standard Specifications are hereby revised for this project as follows:

Delete subsection 401.02(a) Mix Design and replace with the following:

A pre-approved CDOT mix design (Form 43) issued within the last 24 months will be required to be submitted to and approved by the Engineer for Hot Mix Asphalt (HMA) used on this project. The mix design asphalt cement binder grade shall be PG 58-28 or PG 64-22. The HMA mix design shall conform to the gradation requirements for Hot Mix Asphalt (Grading SX). A 50 lb. sample of the proposed asphalt paving mix shall be submitted to the Engineer for approval a minimum of two weeks prior to the anticipated use on the project.

The HMA may contain reclaimed asphalt pavement, per the aforementioned pre-approved CDOT mix design.

A minimum of one percent hydrated lime by mass (weight) of the combined aggregate shall be added to the aggregate for all hot mix asphalt.

Subsection 401.02(b) shall include the following:

HMA samples shall be taken at the location specified in Method B of CP-41. Sampling must be coordinated by the Contractor with the Project Engineer and Region Materials Staff two weeks prior to the beginning of paving operations. The HMA delivered and placed on the project will be sampled and tested per subsection 106.05(f).

Subsection 401.16 shall include the following:

The Contractor shall prepare a quality control plan outlining the steps taken to minimize segregation of HMA. This plan shall be submitted to the Engineer and approved prior to beginning the paving operations. When the Engineer determines that segregation is unacceptable, the paving shall stop and the cause of segregation shall be corrected before paving operations will be allowed to resume.

Subsection 403.03 shall include the following:

The Contractor shall construct the work such that all pavement placed prior to the time paving operations end for the year, shall be completed to the full thickness required by the plans.

Delete subsection 403.05 and replace with the following:

403.05 The accepted quantities of hot mix asphalt will be paid for in accordance with subsection 401.22, at the contract unit price per ton for the bituminous mixture.
Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hot Mix Asphalt (Patching) (Asphalt)</td>
<td>Ton</td>
</tr>
</tbody>
</table>

Aggregate, Recycled Asphalt Pavement, additives, hydrated lime, and all other work necessary to complete each hot mix asphalt item will not be paid for separately, but shall be included in the unit price bid. Asphalt cement used in Hot Mix Asphalt (Patching) (Asphalt) will not be measured and paid for separately, but shall be included in the work.

Sawing, excavation, preparation, and tack coat of areas to be patched will not be measured and paid for separately, but shall be included in the work.
**REVISION OF SECTION 506**  
**RIPRAP**

**Subsection 506.02** shall be deleted and replaced with the following:

Riprap shall consist of hard, dense, durable stone, angular in shape and resistant to weathering. The stone shall be supplied from a nearby borrow site and carefully selected to match the color and character of stone seen at the McElmo Creek Flume site.

A portion of the channel as shown on the plans will be armored by carefully by excavating the berm, installing a layer of geotextile Class 1 fabric, and then placing the large and irregular rock (diameter at least 12”) in a manner to ensure the fabric cannot be seen. It is important that the final look of the rip rap matches the natural setting associated with the McElmo Flume.

Material used for riprap shall be approved by the Engineer to determine that the stone meets the requirements for this project.

Contractor shall provide a plan for geotextile and rip rap placement to the engineer for approval prior to placement.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Riprap</td>
<td>Cubic-Yard (CY)</td>
</tr>
</tbody>
</table>
REVISION OF SECTION 509
STEEL STRUCTURES

Subsection 509.33 shall be revised to include the following:

Payment for the Viewing Pad Railing and Kiosk shall be lump sum and shall include all labor, steel materials, hardware, welding, and concrete footings, needed to furnish and install the structure.

See Subsection 106.11 regarding Buy America requirements for steel incorporated into this project.
REVISION OF SECTION 607
SPLIT RAIL FENCE

Section 607 of the Standard Specifications is hereby revised for this project as follows:

In subsection 607.02, Delete this paragraph and add the following:

The Split Rail Fence materials shall conform to the details and dimensions indicated on the plans and shall be made from cedar wood.

<table>
<thead>
<tr>
<th>Pay Item Pay</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reset Existing Fence</td>
<td>Linear-Foot (LF)</td>
</tr>
</tbody>
</table>
REVISION OF SECTION 608
CONCRETE SIDEWALK

Section 608 of the Standard Specifications is hereby revised for this project as follows:

In subsection 608.02, paragraph 2, add the following:

CONCRETE COLOR: - Rheocolor L Liquid RC1505 Hilltop Tan or approved equal

INSTALLATION OF COLOR DYE: Color dye shall be added directly to the concrete at the time of batching in amounts in accord with approved submittals for each type of concrete required. Mix concrete in strict accord with Color Dye manufacturer, instructions, and recommendations.

Quantity shall be used at a minimum rate of 1.5 pounds sack of Cement. The manufacturer shall provide the services of a qualified technician to instruct the concrete supplier in proper batching and mixing of materials to be provided.

The Contractor shall provide a sample of the colored concrete to the Engineer for approval prior to placement of the colored concrete.

In subsection 608.03, d, first paragraph, add the following:

The final texture shall be a light broom finish of 1/16” to 1/32”.

In subsection 608.03, d, second paragraph, replace with the following:

Concrete edges that are adjacent to forms shall be finished with a 45 degree chamfer at 1/2”. Chamfer shall be formed, not tooled. Special care shall be taken to insure a straight, neat appearance along edges or sidewalks, slabs and joints.

In subsection 608.03, e, add the following:

EXPANSION JOINTS: Expansion joints shall be of 1/2” inch thick non-extruding preformed joint filler material cut to the configuration of the full depth and width of the concrete section. Joint filler shall be left ¼” below the surface and joints are to be sealed. Expansion joint material (filler) shall be placed prior to placing of concrete and shall be provided as shown on the plans and at a minimum of 80 foot intervals or as directed by the Engineer.

Joint filler shall be secured and held in place during placing and consolidation of concrete. All expansion joints to be sealed with a silicon self-leveling sealant from CDOT’s approved product list per manufacturer’s instructions. All joints shall be cleaned of debris and dust prior to installation of sealer.

CONTRACTION JOINTS: All concrete flatwork shall be divided by transverse contraction joints perpendicular to the Horizontal Control line, or radial when located at a horizontal curve, and at intervals equal to the width of the walkway or as shown in the plans. Joints shall be one-eighth (1/8) inch wide and shall extend to one-fourth (1/4) of the concrete depth. Contraction joints shall be sawed. Sawing shall be done within twenty-four (24) hours after the concrete has set to prevent the formation of uncontrolled cracks as determined by the Contractor.
All contraction joints to be sealed with a seal-leveling sealant from CDOT’s approved product list per manufacturer’s instructions. All joints shall be cleaned of dust and debris prior to installation of sealer. Install to provide a clean and smooth seal.

**INSPECTION:** The Contractor shall notify the County Project Manager at least 24 hours before any concrete is placed so that the Inspector may inspect the forms and base course before concreting operations begin. After or during finishing and curing procedures are completed, a final inspection will be made to verify compliance with remaining specifications. Deficiencies will immediately be repaired or replaced at the Contractor’s expense.

Upon receipt of satisfactory laboratory test results (including 28 day field cured cylinder compressive tests) the Engineer will issue a written acceptance of the work. The Contractor shall guarantee all installed concrete used to construct the walkway and Viewing Pad for a period of one year after acceptance by Montezuma County against defective workmanship and materials.

**Subsection 608.06** shall be revised as follows:

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Sidewalk (4-inch)</td>
<td>Square-Yard (SY)</td>
</tr>
</tbody>
</table>
REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL

The key elements of the Contractor's method of handling traffic (MHT) are outlined in Subsection 630.10(a).

The components of the TCP for this project are included in the following:

1. Subsection 104.04 and Section 630 of the specifications.

Unless otherwise approved by the Engineer, the Contractor’s equipment shall follow normal and legal traffic movements. The Contractor’s ingress and egress of the work area shall be accomplished with as little disruption to traffic as possible. Traffic control devices shall be removed by picking up the devices in a reverse sequence to that used for installation. This may require moving backwards through the work zone. When located behind barrier or at other locations shown on approved traffic control plans, equipment may operate in a direction opposite to adjacent traffic.

Special Traffic Control Plan requirements for this project are as follows:
During the construction of this project, traffic shall use the present traveled roadway. Traffic shall include motorized vehicles and bicycles.

The Contractor shall not have construction equipment or materials in the lanes open to traffic at any time, unless directed.

Prior to starting construction, the Contractor shall notify the Montezuma County Manager of the date the Contractor intends to start construction.

During nonworking hours, the roadway shall be restored to safe pre-construction travel conditions for the free flow of traffic. Any maintenance required to restore the roadway to this condition, including, cleaning of the roadway, shall be done prior to opening the areas to traffic or completing the work for the day.

All costs incidental to the foregoing requirements shall be included in the contract price for Item 630 Construction Zone Traffic Control (LS).

Section 630 of the Standard Specifications is hereby revised for this project as follows:

Subsection 630.15 shall include the following:

Payment shall be full compensation for furnishing, erecting, cleaning, maintaining, moving, removing, and disposing of construction traffic control devices necessary to complete the work. All work shall be done in accordance with the applicable and current Manual on Uniform Traffic Control Devices (MUTCD) and CDOT Standards. Payment for traffic control will be prorated based upon the proportionate amount of the work completed.
It is anticipated that the project will need two Methods of Handling Traffic (MHT) as described:

1. Trucks Turning MHT used when:
   a. Montezuma County is hauling and placing material
   b. Delivery and Placement of Concrete
   c. Delivery and placement of Structures

   It is recommended the MHT include a speed limit reduction to 50 MPH during this activity.

2. Flagging (Speed Limit 40 MPH) MHT used for:
   a. Paving ingress, egress and parking area.
   b. Rip rap placement.

The Contractor shall submit all MHT’s to the Engineer at least one (1) week in advance of need. This time frame is established to allow the Engineer time to develop a Speed Limit Reduction (Form 568) to submit along with the MHT’s to CDOT for approval prior to need.

All references to payment for hourly and daily flagging/traffic control supervisor, and unit cost payment for traffic control devices/barriers/detours etc. in Section 630 of the Standard Specifications, Project Standard Special Provisions shall be disregarded and deleted from the Specifications. Payment (Lump Sum) will be full compensation for all work necessary to complete the construction of the project including, but not limited to:

1. Preparation and submittal of MHT, and required services of Traffic Control Supervisor.
2. The installation and maintenance of all equipment, signs, channelization devices, etc…, during construction of the project.
3. All labor costs, including flagging, TCS, TCM, and TCI.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Control</td>
<td>Lump Sum (LS)</td>
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</table>
FORCE ACCOUNT ITEMS
DESCRIPTION

This special provision contains the Department's estimate for force account items included in the Contract. The estimated amounts marked with an asterisk will be added to the total bid to determine the amount of the performance and payment bonds. Force Account work shall be performed as directed by the Engineer.

BASIS OF PAYMENT
Payment will be made in accordance with subsection 109.04. Payment will constitute full compensation for all work necessary to complete the item.

Force account work valued at $5,000 or less, that must be performed by a licensed journeyman in order to comply with federal, state, or local codes, may be paid for after receipt of an itemized statement endorsed by the Contractor.

<table>
<thead>
<tr>
<th>Force Account Item</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>F/A Minor Contract Revisions</td>
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<td>F/A On the Job Trainee Hour</td>
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<td>F/A Erosion Control</td>
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<tr>
<td>F/A Utilities</td>
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UTILITIES

Known utilities located within the limits of this project but not expected to be involved include:

<table>
<thead>
<tr>
<th>UTILITY</th>
<th>CONTACT/EMAIL</th>
<th>PHONE/FAX/CELL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Centurylink</td>
<td>Kirby Bryant</td>
<td>(970) 259-0511</td>
</tr>
<tr>
<td>225 Sawyer Drive</td>
<td><a href="mailto:Kirby.bryant@Centurylink.com">Kirby.bryant@Centurylink.com</a></td>
<td>(970) 426-8630 (cell)</td>
</tr>
<tr>
<td>Durango, CO 81303</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Montezuma Water Company</td>
<td>Wayne Frans</td>
<td>(970) 882-2226</td>
</tr>
<tr>
<td>209 Central Ave.</td>
<td><a href="mailto:wayne@montezumawater.org">wayne@montezumawater.org</a></td>
<td>(970) 759-2275 (cell)</td>
</tr>
<tr>
<td>Dolores, CO. 81323</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Empire Electric</td>
<td>Orly Lucero</td>
<td>(970) 564-4457</td>
</tr>
<tr>
<td>23999 Road L.4</td>
<td><a href="mailto:Orly.Lucero@eea.coop">Orly.Lucero@eea.coop</a></td>
<td>(970) 799-2597 (cell)</td>
</tr>
<tr>
<td>Cortez, CO 81321</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The work described in these plans and specifications requires full cooperation between the Contractor and the utility owners in accordance with Subsection 105.11 in conducting their respective operations as necessary.

The work listed below shall be performed by the Contractor in accordance with the plans and specifications, and as directed by the Engineer. The Contractor shall keep the utility company(s) advised of any work being done to their facility, so that the utility company(s) can coordinate their inspections for final acceptance of the work with the Engineer.

FOR:

All Utility Companies:

The Contractor shall notify each utility company a minimum of 2 business days, unless otherwise noted, prior to working in the utility company’s area so that the utility company can provide an inspector and/or complete any necessary adjustments or relocations.

If a need for utility work by either the Contractor or a Utility Company arises, the following shall apply:

The Contractor shall be responsible for coordinating the adjustment of utilities on this project. The Contractor shall keep each utility company advised of any work being performed in the vicinity of their facilities so that each utility company can coordinate any needed locates, adjustments or inspections. The Contractor shall provide the appropriate utility company ample notice, but not less than two (2) working days, prior to commencing activities in the vicinity of their facilities. If needed, or as directed by the
Project Engineer, the Contractor may provide traffic control for utility work to be coordinated with the project’s construction, in accordance with an approved Method of Handling Traffic (MHT). Any additional work performed by the Contractor on behalf of the impacted utility company shall be paid by the utility company requiring the work, unless otherwise provided herein, or agreed to in writing by the Project Engineer.

It is the intent of this project to protect the existing buried utilities in place during construction operations. Insofar as the design of this project did not include a full survey of existing utilities, the Contractor shall be responsible for verifying the location of all utilities in close proximity to any required work in advance for the purpose of identifying conflicts not addressed in the plans and specifications. To the extent practicable, the contractor shall be required to work around and protect existing utilities in place for the purpose of maintaining service. Close coordination with the utility owners will be required in making a determination of whether or not existing facilities can be protected in place. Damage to existing utilities resulting from construction operations wherein the utility has elected to leave its facility in place and the Contractor has expressed concern over protecting the same in place shall be the utility owners responsibility. In the event a utility cannot be protected in place and relocation is required, it shall be the Contractor’s responsibility for coordinating the relocation work with the impacted utility. Any required relocation work will be performed by the impacted utility and paid for as specified herein.

**Montezuma Water Company (MWC):**
The Contractor will be required to field verify the depth and location of MWC’s facilities in close proximity to any required excavation as determined by the Contractor’s locate request. The Contractor shall provide this information to MWC’s for the purpose of making a determination as to whether additional relocation or adjustment work is required, if any. Payment for this work will be by contract bid item – potholing.

**Centurylink:**
The Contractor will be required to field verify the depth and location of Centurylink’s facilities in close proximity to any required excavation as determined by the Contractor’s locate request. The Contractor shall provide this information to Centurylink for the purpose of making a determination as to whether additional relocation or adjustment work is required, if any. Payment for this work will be by contract bid item – potholing.

The work listed below will be performed by the utility owners or their agents in accordance with the plans and specifications, and as directed by the Engineer. The Contractor shall keep the utility company(s) advised of any work being done to their facility, so that the utility company(s) can coordinate their inspections for final acceptance of the work with the Engineer.

**Centurylink:**
No utility relocation or construction conflicts anticipated. In the event a conflict is encountered which cannot be resolved without relocation, Centurylink will relocate and/or adjust its service facilities as directed by the project engineer. Centurylink will perform this work at no cost to the project. The Contractor will be responsible for coordinating this work.

**Montezuma Water Company (MWC):**
No utility relocation or construction conflicts anticipated. In the event a conflict is encountered which cannot be resolved without relocation, MWC will relocate and/or adjust its service facilities as directed by the project engineer. MWC will perform this work at project expense. The Contractor will be responsible for coordinating this work with payment to MWC to be handled by contract force account.
Empire Electric:
No utility relocation of construction conflicts anticipated.

GENERAL:
The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavation or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days prior to commencing such operations. The Contractor shall contact the Utility Notification Center of Colorado (UNCC) to have locations of UNCC registered lines marked by member companies. Calls originating within the Denver metro area must use telephone number 534-6700; calls originating outside the Denver area must use 1-800-922-1987. All other underground facilities shall be located by contacting the respective company or owner. Utility service laterals shall also be located prior to beginning any excavating or grading.
The location of utility facilities as shown on the plan and profile sheets was obtained from the best available information. No warranty is made for the adequacy or accuracy of subsurface information provided. The contractor shall cooperate with the utility owners in their relocation operations as provided in subsection 105.11 of the Standard Specifications for Road and Bridge Construction. No guarantee is made that utility conflicts will be resolved prior to construction activities and any delays resulting from utility relocation work shall be dealt with in accordance with subsection 108.08 of the Standard Specifications for Road and Bridge Construction as amended.
All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the work.
Appendix D

CDOT Standard Special Provisions
CONTRACT DOCUMENTS

US 160 McELMO FLUME SCENIC BY-WAY
INTERPRETIVE STOP AND PARKING LOT

Federal Aid Project No. SBY 1601-069
Project Code No. 19493

Montezuma County, Colorado

BID SET
September 4, 2015

Prepared by:
Russell Planning & Engineering
934 N. Main Ave, Unit C
Durango, CO 81301
(970) 385-4546
# Standard Special Provisions

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REVISION OF SECTIONS 101, 508, 614 AND 710
TREATED TIMBER

Sections 101, 508, 614 and 710 of the Standard Specifications are hereby revised for this project as follows:

In subsection 101.01 delete AWPA and replace with the following:

AWPA American Wood Protection Association

Delete subsection 508.03 and replace with the following:

508.03 Treated Timber. The preservative to be used shall be as specified on the plans. The preservatives and entire treatment process shall be as described in AASHTO M 133.

In subsection 508.05, delete the last sentence and replace with the following:

All hardware, except timber connectors and common nails, shall be galvanized in accordance with AASHTO M 232.

In subsection 508.06 delete the second paragraph and replace with the following:

Treated timbers shall not be sized or trimmed in the field, except when ordered. The Contractor shall not make temporary use of treated timber. All pieces that have been field cut shall be treated in accordance with AWPA Standard M4.

Delete subsection 508.07 and replace with the following:

508.07 Holes and Bolts. All holes bored shall be treated in accordance with AWPA M4. Holes drilled for drift bolts shall be 1/32 inch smaller than the diameter of the bolt. All other holes shall be bored to such size as to ensure a snug fit. Unless otherwise designated, all bolts shall be provided with two ogee washers.

In subsection 614.02, delete the fourth paragraph and replace with the following:

Underground portions of timber sign posts, plus at least 6 inches above groundline, shall be treated according to AWPA Standard M4.

In subsection 710.06, delete (4) and (5) and replace with the following:

(4) Treatment. The selected species shall be pressure treated lumber conforming in all respects to the AWPA Standard U1, Commodity Specification A: Sawn Products and AWPA Commodity Standard B: Posts. (Ground contact for posts, above ground for balance of fence). A treatment report is required from the treatment plant.

(5) Preservative. AASHTO M-133.
Delete the first paragraph of 710.07 and replace with the following:

710.07 Fence Posts. Wood posts shall conform to the details and dimensions indicated on the plans. Wood posts shall be straight, sound, and seasoned with ends sawed off square or as indicated. All knots shall be trimmed flush with the surface. Wood posts shall be peeled and shall be treated with preservative in accordance with AASHTO M 133. When native cedar posts are called for on the plans, the requirements for peeling and for treating may be omitted.
Sections 101 and 630 of the Standard Specifications are hereby revised for this project as follows:

In subsection 101.01 add the following:

MASH Manual for Assessing Safety Hardware

In subsection 630.01, delete the first paragraph and replace with the following:

630.01 This work consists of furnishing, installing, moving, maintaining, and removing temporary traffic signs, advance warning arrow panels, flashing beacon (portable), barricades, channelizing devices, delineators, temporary traffic signals, mobile pavement marking zones, masking and unmasking existing signs in construction zones, and concrete barriers as required by the Manual on Uniform Traffic Control Devices for Streets and Highways and the Colorado Supplement thereto, in accordance with the Contract. Devices shall comply with the performance criteria contained in NCHRP Report 350 (only applicable for devices developed prior to 2011) or MASH (acceptable for all devices). Devices temporarily not in use shall, as a minimum, be removed from the shoulder area. Moving will include devices removed from the project and later returned to use.

In subsection 630.02, delete the second paragraph, and replace with the following:

Temporary sign support assembly shall be timber, perforated square metal tubing inserted into a larger base post or slip base or perforated metal U-channel with a slip base. The temporary sign support assembly shall conform to NCHRP (only applicable for sign support assemblies developed prior to 2011) or MASH (acceptable for all sign support assemblies), and AASHTO requirements regarding temporary sign supports during construction.

Subsection 630.02 shall include the following:

If a timber post is selected, it shall conform to the requirements of subsection 614.02.

In subsection 630.07(a), delete the first paragraph and replace with the following:

(a) Stackable Vertical Panels. Stackable vertical panels shall comply with the crash test requirements contained in NCHRP Report 350 (only applicable for vertical panels developed prior to 2011) or MASH (acceptable for all vertical panels) and shall meet MUTCD requirements for vertical panels. Vertical panels shall be retroreflectorized with Type IV sheeting, in accordance with subsection 630.02. The stackable vertical panels shall have the following properties:

In subsection 630.07(b), delete the first paragraph and replace with the following:

(b) Stackable Tubular Markers. Stackable tubular markers shall comply with the crash test requirements contained in NCHRP Report 350 (only applicable for stackable tubular markers developed prior to 2011) or MASH (acceptable for all stackable tubular markers) and shall conform to MUTCD requirements for Tubular Markers. The stackable tubular markers shall have the following properties:

In subsection 630.09, delete the second and third paragraphs, and replace with the following:
Work zone devices designated by FHWA as Category I, II, or III, shall comply with the performance criteria contained in NCHRP Report 350 (only applicable for devices developed prior to 2011) or MASH (acceptable for all devices). Devices designated as Category IV, including but not limited to portable or trailer-mounted devices such as flashing arrow panels, temporary traffic signals, area lighting supports, and changeable message signs are not required to meet NCHRP 350 or MASH requirements.

Except for Category IV devices, the Contractor shall obtain and present to the Engineer the manufacturer’s written NCHRP 350 (only applicable for devices developed prior to 2011) or MASH (acceptable for all devices) certification for each work zone device before it is first used on the project. In subsection 630.10(a) (3) (iii), delete the third paragraph, and replace with the following:

Groups 1 and 2 shall each be equipped with a truck-mounted Advance Warning Flashing or Sequencing Arrow Panel (C Type), and a truck mounted impact attenuator. The impact attenuator shall be located on the rearmost vehicle of each group. A separate vehicle for this attenuator may be used. Each truck-mounted impact attenuator shall be certified by the manufacturer to be able to withstand a 62 MPH impact in accordance with NCHRP 350, Test Level 3 (only applicable for truck-mounted impact attenuators developed prior to 2011) or MASH, Test Level 3 (acceptable for all truck-mounted impact attenuators). The cone setting truck and the cone pickup truck shall not be the same vehicle.

In subsection 630.16, delete the 5th paragraph.
The County and Russell Planning and Engineering will provide control points and electronic survey files. The survey information includes embankment top of subgrade elevations for the ABC Class 4 and ABC Class 6 that will be imported, placed and compacted by Montezuma County.

The Contractor shall furnish and set construction stakes establishing top of subgrade (blue top) for Montezuma County.

The Contractor shall furnish and set construction stakes establishing all lines and grades in accordance with the provisions of Section 625. The Engineer may order extra surveying which will be paid for at a negotiated rate not to exceed $150 per hour.

In subsection 105.13 (b), delete the sixth paragraph and replace with the following:

The Contractor shall be held responsible for the preservation of all stakes and marks, and if any are destroyed, disturbed or removed by the Contractor, subcontractors, or suppliers, the cost of replacing them will be charged against the Contractor and will be deducted from the payment for the work at a negotiated rate not to exceed $150 per hour.
REVISION OF SECTION 106
BUY AMERICA REQUIREMENTS

Section 106 of the Standard Specifications is hereby revised for this project as follows:

Subsection 106.11 shall include the following:

The Contractor shall maintain a document summarizing the date and quantity of all steel and iron material delivered to the project. The document shall show the pay item, quantity of material delivered to the project, along with the quantity of material installed by the cutoff date for the monthly progress payment. The summary shall also reconcile the pay item quantities to the submitted Buy America certifications. The Contractor shall also maintain documentation of the project delivered cost of all foreign steel or iron permanently incorporated into the project. Both documents shall be submitted to the Engineer within five days of the cutoff date for the monthly progress payment. A monthly summary shall be required even if no steel or iron products are incorporated into the project during the month. The summary document does not relieve the Contractor of providing the necessary Buy America certifications of steel and or iron prior to permanent incorporation into the project.
REVISION OF SECTION 106
CERTIFICATES OF COMPLIANCE AND
CERTIFIED TEST REPORTS

Section 106 of the Standard Specifications is hereby revised for this project as follows:

In subsection 106.12, delete the second paragraph and replace it with the following:

The original Certificate of Compliance shall include the Contractor’s original signature as directed above. The original signature (including corporate title) on the Certificate of Compliance, under penalty of perjury, shall be of a person having legal authority to act for the manufacturer. It shall state that the product or assembly to be incorporated into the project has been sampled and passed all specified tests in conformity to the plans and specifications for this project. One legible copy of the fully signed Certificate of Compliance shall be furnished to the Engineer prior to installation of material. The original shall be provided to the Engineer before payment for the represented item will be made.

In subsection 106.13, delete the second paragraph and replace it with the following:

The Certified Test Report shall be a legible copy or an original document and shall include the Contractor’s original signature as directed above. The signature (including corporate title) on the Certified Test Report, under penalty of perjury, shall be of a person having legal authority to act for the manufacturer or the independent testing laboratory. It shall state that the test results show that the product or assembly to be incorporated into the project has been sampled and passed all specified tests in conformity to the plans and specifications for this project. One legible copy or original document of the fully signed Certified Test Report shall be furnished to the Engineer prior to installation of material. Failure to comply may result in delays to the project or rejection of the materials.
REVISION OF SECTION 106
MATERIAL SOURCES

_Contractor Source._ Sources of sand, gravel, or borrow other than available sources will be known as contractor sources.

Montezuma County will provide all embankment, ABC Class 4, and ABC Class 6 for the project including the subgrade material for the Contractor to use for construction of the concrete walkway and viewing platform.

The material will be tested and approved by the Engineer prior to incorporation of the material into the project.
REVISION OF SECTION 106
SUPPLIER LIST

Section 106 of the Standard Specifications is hereby revised for this project as follows:

Subsection 106.01 shall include the following:

Prior to beginning any work the Contractor shall submit to the Engineer a completed Form 1425, Supplier List. During the performance of the Contract, the Contractor shall submit an updated Form 1425 when requested by the Engineer.

Failure to comply with the requirements of this subsection shall be grounds for withholding of progress payments.
Section 107 of the Standard Specifications is hereby revised for this project as follows:

Subsection 107.01 shall include the following:

As related to the Form FHWA 1273, Required Contract Provisions Federal-Aid Construction Contracts, the Contractor shall check all Contractor and subcontractor project payrolls regarding accuracy of pay classification, pay hours, and pay rates. The Contractor shall sign and date all payrolls signifying this check has been performed.
REVISION OF SECTION 107
RESPONSIBILITY FOR DAMAGE CLAIMS,
INSURANCE TYPES AND COVERAGE LIMITS

Section 107 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 107.15(c) and replace it with the following:

(c) Each insurance policy shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor. The Contractor shall forward to the Engineer any such notice received within seven days of the Contractor’s receipt of such notice.
Section 107 of the Standard Specifications is hereby revised for this project as follows:

Subsection 107.06 (b) shall include the following:

All work vehicles and mobile equipment shall be equipped with one or more functioning warning lights mounted as high as practicable, which shall be capable of displaying in all directions one or more flashing, oscillating, or rotating lights for warning roadway traffic. The lights shall be amber in color. The warning lights shall be activated when the work vehicle or mobile equipment is operating within the roadway, right of way or both. All supplemental lights shall be SAE Class 1 certified.
REVISION OF SECTIONS 107 AND 208
WATER QUALITY CONTROL
UNDER ONE ACRE OF DISTURBANCE

Sections 107, 208, are hereby revised for this project as follows:

In subsection 107.25(b)6 delete the second paragraph and replace it with the following:
The Contractor shall record the location of potential pollutants on the plans. Descriptions of the potential pollutants shall be submitted to and approved by the Engineer.

In subsection 208.03 delete the first paragraph and replace it with the following:

Prior to construction the Contractor shall implement BMPs in accordance with the approved project schedule as described in subsection in 208.03(b).

In subsection 208.03 delete the third, fourth, and fifth paragraphs and replace them with the following:

The Contractor shall evaluate all non-stormwater coming onto the site, such as springs, seeps, and landscape irrigation return flow. If such flow is identified, BMPs shall be used to protect off-site water from becoming contaminated with sediment or other pollutants. The Contractor shall review existing inlets and culverts to determine if inlet protection is needed due to water flow patterns. Prior to beginning construction, inlets and culverts needing protection shall be protected and the location of the implemented BMP added to the plans. When additional BMPs are required and approved by the Engineer, the Contractor shall implement the additional BMPs and shall record and describe them on the plans. The approved BMPs will be measured and paid for in accordance with subsections 208.11 and 208.12.

Delete subsections 208.03(c) and (d) and replace them with the following:

(c) Implementation, Maintenance and Revision of the SWMP.
The Contractor's responsibilities shall be as follows:
1. Install, construct, and maintain all BMPs specified in the Contract and coordinate the construction of BMPs with all other construction operations.
2. Implement suitable temporary erosion and sediment control features as necessary to correct unforeseen conditions or emergency situations. Dismantle those features when their purpose has been fulfilled unless the Engineer directs that the features be left in place.
3. Implement necessary actions to reduce anticipated or presently existing water quality or erosion problems resulting from construction activities.
4. Make available, all labor, material, and equipment needed to install, maintain, and remove BMPs.
5. When included in the Contract, the Contractor shall assign to the project an individual to serve in the capacity of Erosion Control Supervisor (ECS). The ECS may be the Superintendent. The ECS shall be experienced in all aspects of construction and have satisfactorily completed the Transportation Erosion Control Supervisor (TECS) training program authorized by the Department. Proof that this requirement has been met shall be submitted to the Engineer prior to or at the preconstruction conference. A list of authorized ECS training programs will be provided by the Engineer upon request by the Contractor. The ECS shall be the person responsible for ensuring that the responsibilities listed in (1) through (4) above are fulfilled.
(d) **Documentation Available on the Project.** The following Contract documents and references will be made available for reference in one location on the project during construction:

1. **Project Documents.** The following documents shall be kept, maintained, and updated in a single notebook:
   (1) SWMP Sheets
   (2) SWMP site map, if applicable to the project.
   (3) Details of BMPs used on the project not covered in Standard Plan M-208-1.
   (4) List of potential pollutants as described in subsection 107.25.
   (5) SPCC and reports of reportable spills submitted to CDPHE.
   (6) Form 105s and all other correspondence relating to water quality.
   (7) Project environmental permits and associated applications and certifications.

2. **Reference Materials**
   (1) CDOT *Erosion Control and Stormwater Quality Guide.*
   (2) CDOT *Erosion Control and Stormwater Quality Field Guide.*
   (3) Copy of biological opinion, if applicable.

In subsection 208.04 delete the first and second paragraphs and replace them with the following:
The Contractor shall modify the SWMP to clearly describe and locate all BMPs implemented at the site to control potential sediment discharges from vehicle tracking.
Vehicle tracking pads shall be used at all vehicle and equipment access points to the site to prevent sediment exiting the project site onto paved public roads. Access shall be provided only at locations approved by the Engineer.

Delete subsection 208.04(e) and replace it with the following:
(e) **Stabilization.** Once earthwork has begun on a section, it shall be pursued until completion.
   Clearing and grubbing operations shall be scheduled and performed so that grading operations and final stabilization measures can follow immediately thereafter if the project conditions permit.
   Otherwise temporary stabilization measures shall be taken between successive construction stages.
   Additional work required because the Contractor has failed to properly coordinate the entire erosion control schedule, thus causing previously seeded areas to be disturbed by operations that could have been performed prior to the seeding shall be performed at the Contractor's expense.

In subsection 208.06 delete the first paragraph and replace it with the following:
The Contractor shall clearly describe and record on the SWMP, all practices implemented at the site to minimize impacts from procedures or significant material that could contribute pollutants to runoff.
Areas or procedures where potential spills can occur shall have spill contingency plans in place as specified in subsections 107.25(b)6 or 208.06(c).

In subsection 208.07 delete the second paragraph and replace it with the following:
Erodible stockpiles (including topsoil) shall be contained with acceptable BMPs at the toe (or within 20 feet of the toe) throughout construction. BMPs shall be approved by the Engineer.

In subsection 208.08, delete the first paragraph and replace it with the following:
The Contractor shall limit construction activities to those areas within the limits of disturbance shown on the plans and cross-sections. Construction activities, in addition to the Contract work, shall include the on-site parking of vehicles or equipment, on-site staging, on-site batch plants, haul roads or work access, and all other action which would disturb existing conditions. Off road staging areas must be pre-approved by the Engineer, unless otherwise designated in the Contract. Construction activities beyond the limits of disturbance due to Contractor negligence shall be restored to the original condition by the Contractor at the Contractor’s expense. The Contractor shall tabulate additional disturbances not identified in the SWMP and indicate locations and quantities on the SWMP and report to the Engineer.
In subsection 208.09, second paragraph, delete the list and replace it with the following:

(1) Failure to include erosion control in the project schedule or failure to include erosion control in each schedule update as specified in subsection 208.03(b).
(2) Failure of the Contractor to implement necessary actions required by the Engineer as required by subsection 208.03(c).
(3) Failure to amend SWMP and implement BMPs as required by subsection 208.04.
(4) Failure to keep documentation and records current.
(5) Failure to construct or implement erosion control or spill containment measures required by the Contract, or failure to construct or implement them in accordance with the Contractor’s approved schedule as required by subsection 208.06(c).
(6) Failure to stabilize disturbed areas as required by subsections 208.04(e) and 208.08.
(7) Failure to replace or perform maintenance on an erosion control feature after notice from the Engineer to replace or perform maintenance as required by subsection 208.04(f).
(8) Failure to remove and dispose of sediment from BMPs as required.
(9) Failure to install and properly utilize a concrete washout structure for containing washout from concrete placement operations.
(10) Failure to perform permanent stabilization as required by subsection 208.04(e).

In subsection 208.09 delete the third paragraph and replace it with the following:

The Engineer will immediately notify the Contractor in writing of each incident of failure to perform erosion control in accordance with the Specifications, including, but not limited to items (1) through (10) above. Correction shall be made as soon as possible but no later than 48 hours from the date of notification to correct the failure. The Contractor will be charged liquidated damages in the amount of $875 for each calendar day after the 48 hour period has expired, that one or more of the incidents of failure to perform items (1) through (10) above, remains uncorrected.

In subsection 208.09 delete the eighth and ninth paragraphs and replace them with the following:

Disagreements regarding the suggested corrective action for a BMP compliance issue between the Project Engineer and Superintendent, shall be discussed with the Resident Engineer and Region Water Pollution Control Manager. If after meeting the Contractor is still in disagreement and feels that additional compensation is owed, the Contractor will follow the decision of the Project Engineer, keep track of the costs and negotiate further with the Project Engineer. If after pursuing the issue, the Contractor is unable to reach agreement with the Project Engineer, then the Contractor can follow the dispute process outlined in subsection 105.22.

If the Contractor’s corrective action plan and schedule are not submitted and approved within 48 hours of the Stop Work Order or the corrective action plan is not implemented by the Contractor, the Engineer will have an on-site meeting with the Superintendent and the Superintendent’s supervisor. This meeting will also be attended by the Resident Engineer, the Region Water Pollution Control Manager, and the Region Program Engineer. This meeting will identify and document needed corrective actions and a schedule for completion. If after the meeting, the unacceptable work is not remedied within the schedule as agreed to in the meeting, the Engineer will take action to effect compliance with the Contract by utilizing CDOT Maintenance personnel or other non-Contractor forces and deduct the cost from any moneys due or to become due to the Contractor pursuant to subsection 105.16. Delays due to these Stop Work Orders shall be considered nonexcusable. The Stop work Order shall be in place until the project is in Contract compliance.

Delete subsection 208.10 and replace it with the following:

208.10 Items to Be Accomplished Prior to Final Acceptance.
(a) Reclamation of Washout Areas. After concrete operations are complete, washout areas shall be
reclaimed in accordance with subsection 208.05(n) at the Contractor’s expense.

(b) Survey. The Contractor shall survey Permanent Water Quality BMPs (Permanent BMPs) on the project after they are constructed and confirm they are at final configuration and grade. The Engineer will identify which Permanent BMPs shall be surveyed prior to the final walk through. The survey shall be performed in accordance with Section 625.

(c) Removal of Temporary BMPs. Temporary BMPs subject to removal shall be determined by the Engineer at a final walk through of the project and shall be removed by the Contractor. If any BMPs are left in place, the Region’s Water Pollution Control Manager shall be notified of the BMP locations.
REVISION OF SECTION 108
DELAY AND EXTENSION OF CONTRACT TIME

Section 108 of the Standard Specifications is hereby revised for this project as follows:

In subsection 108.08, delete (c) and (d) and replace with the following:

(c) **Delay.** Any event, action or factor that extends the performance period of the Contract.

1. **Excusable Delay:** A delay that was beyond the Contractor’s control and was not due to the Contractor’s fault or negligence. The Department may grant a contract time extension for an excusable delay.

   A. **Compensable Delay:** A delay that the Department, not the Contractor, is responsible for entitling the Contractor to a time extension and monetary compensation. Monetary compensation for compensable delays will be made in accordance with Subsection 109.10.

   B. **Noncompensable Delay:** An excusable delay that neither the Contractor nor the Department is responsible for that may entitle the Contractor to a contract time extension but no additional monetary compensation. Contract time allowed for the performance of the work may be extended for delays due to force majeure (i.e. acts of God, acts of the public enemy, terrorist acts, fires, floods, area wide strikes, embargoes, or unusually severe weather).

2. **Nonexcusable Delay:** A delay that was reasonably foreseeable or within the control of the Contractor for which the Department will not grant monetary compensation or a contract time extension.

3. **Concurrent Delay.** Independent delays to critical activities occurring at the same time.

   A. The Department will not grant a time extension or additional compensation for the period of time that a non-excusable delay is concurrent with an excusable delay.

   B. The Department may grant time but no compensation for the period of time that a non-compensable delay is concurrent with a compensable delay.

Delays in delivery of materials or fabrication scheduling resulting from late ordering, financial considerations, or other causes that could have been foreseen or prevented will be considered nonexcusable delays. However, delays caused by fuel shortage or delay in delivery of materials to the Contractor due to some unusual market condition caused by industry-wide strike, national disaster, area-wide shortage, or other reasons beyond the control of the Contractor which prevent procurement of materials or fuel within the allowable contract time limits will be considered excusable delays.

(d) **Extension of Contract Time.** The Contractor’s assertion that insufficient contract time was specified is not a valid reason for an extension of contract time. For time extension requests, the Contractor shall provide a two-part submittal: part one shall consist of a written notice of the delay and part two shall consist of the Contractor’s delay documentation and supporting analysis.
Part 1: The Contractor shall provide the written notice of delay within seven days of the delay occurrence. The notice shall describe the delay and include documentation substantiating the nature and cause of the delay. Failure to submit the written notice constitutes a waiver of entitlement to additional time or compensation.

Part 2: This shall be submitted within 30 days of the written notice. The Contractor shall include all documentation needed to support the time extension request. In order to request additional contract time for an unexpected delay, the Contractor shall provide a contemporaneous schedule analysis in accordance with subsection 108.03. The schedule analysis shall show that the delayed activity or activities were on the critical path or became critical due to the delay.

The Engineer will base a determination of an allowable contract time extension on:

1. The current Schedule in effect at the time of the alleged delay;
2. The supporting documentation submitted by the Contractor;
3. The contemporaneous schedule analysis; and
4. Any other relevant information available to the Engineer.

For a time extension request resulting from a change order, the Contractor shall demonstrate the delay to the project completion date by:

1. Inserting a fragnet containing the change order activities into an unprogressed copy of the schedule that is current at the time of the change order;
2. Tying the fragnet into the schedule logic; and
3. Recalculating the schedule.

The Department will not consider delays to activities which do not affect the performance period of the Contract as a basis for a Contract time extension. If the Engineer grants a contract time extension, the revised Contract Completion date will be in effect as though it were the original contract date.

A Contractor’s failure to have an approved, or approved with comments, current project schedule in place will preclude the Department from considering a Contractor’s a time extension request.
REVISION OF SECTION 108
LIQUIDATED DAMAGES

Section 108 of the Standard Specifications is hereby revised for this project as follows:

In subsection 108.09, delete the Schedule of Liquidated Damages and replace with the following:

<table>
<thead>
<tr>
<th>Original Contract Amount ($)</th>
<th>Liquidated Damages per Calendar Day ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>From More Than</td>
<td>To And Including</td>
</tr>
<tr>
<td>0</td>
<td>150,000</td>
</tr>
<tr>
<td>150,000</td>
<td>500,000</td>
</tr>
<tr>
<td>500,000</td>
<td>1,000,000</td>
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<tr>
<td>1,000,000</td>
<td>2,000,000</td>
</tr>
<tr>
<td>2,000,000</td>
<td>4,000,000</td>
</tr>
<tr>
<td>4,000,000</td>
<td>10,000,000</td>
</tr>
<tr>
<td>10,000,000</td>
<td>5,800 plus 1,600 Per Each Additional 1,000,000 Contract Amount or Part Thereof Over 10,000,000</td>
</tr>
</tbody>
</table>

September 4, 2015
REVISION OF SECTION 108
NOTICE TO PROCEED

Section 108 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 108.02 and replace with the following:

108.02 Notice to Proceed. The Contractor shall not commence work prior to the issuance of a Notice to Proceed. The "Notice to Proceed" will stipulate the date on which contract time commences. When the Contractor proceeds with work prior to that date, contract time will commence on the date work actually begins. The Contractor shall commence work under the Contract on or prior to the 15th day following Contract execution or the 30th day following the date of award, whichever comes later, or in accordance with the selected start date allowed in the special provisions.
REVISION OF SECTION 108  
PROJECT SCHEDULE

Section 108 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 108.03 and replace with the following:

108.03 Project Schedule.

(a) Definitions.
   Activity. An activity is a project element on a schedule that affects completion of the project. An activity has a description, start date, finish date, duration, and one or more logic ties.

   Activity ID. A unique, alphanumeric, identification code assigned to an activity and remains constant throughout the project.

   Bar Chart. A simple depiction of a Project Schedule without relationships or supporting logic of the schedule.

   Calendar. Defined work periods and no work periods that determine when project activities can occur. Multiple calendars may be used for different activities; e.g., a 5-day work-week and a 7-day work-week calendar.

   Constraint. A restriction imposed in a schedule, which fixes a value that would otherwise be calculated within the schedule. Examples of values that can be fixed by a constraint include start date, end date, and completion date.

   Critical Path. The sequence of activities that determines the duration of the project.

   Critical Path Method Scheduling. (CPM Scheduling) is a logic-based planning technique using activity durations and relationships between activities to calculate a schedule determining the minimum total project duration.

   Data Date. The starting point from which to schedule all remaining work.

   Duration. The estimated amount of time needed to complete an activity.

   Float. The amount of time between the earliest date an activity can start and the latest date when an activity must start, or the earliest date an activity can finish and latest date when an activity can finish before the activity becomes critical. The time between the Project Schedule completion date and the Contract completion date is not considered float.

   Gantt Chart. A time-scaled graphical display of the project’s schedule.

   Lag. A time-value assigned to a relationship.

   Logic. Relationships between activities defining the sequence of work (See also predecessor activity and successor activity).

   Milestone. An activity, with no duration used to represent an event.
Open-Ended Activity. An activity that does not have both a predecessor activity and a successor activity.

Predecessor Activity. An activity that is defined by schedule logic to precede another activity.

Relationship. The interdependence between activities.

Salient Feature. An item of work that is of special interest for CDOT in coordinating the project schedule but may not affect the overall completion of the project.

Successor Activity. An activity that is defined by schedule logic to follow another activity.

Time-Scaled Logic Diagram. Gantt chart that illustrates logic links depicting both schedule logic and the time at which activities are performed.

(b) Project Schedule - General
The Contractor shall use either Microsoft Project or Primavera Scheduling software to develop and manage a CPM Project Schedule to plan, schedule, and report the progress of the work. Prior to, or at the Pre-construction Conference, the Contractor shall notify the Engineer in writing, which scheduling software the Contractor shall use to manage the project. The Contractor’s selection and use of particular scheduling software cannot be changed after the first schedule submittal. If the Contractor selects Primavera, the Contractor shall calculate the schedule using the Retained Logic scheduling option. The Department will not allow use of bar charts for the Project Schedule.

The Contractor shall submit schedules for approval by the Engineer. The purpose of these schedules is to allow the Contractor and the Department to jointly manage the work and evaluate progress. The schedules also serve to evaluate the affect of changes and delays to the scheduled project completion. Either party may require a formal schedule review meeting.

The Contractor’s schedule shall consist of a time-scaled logic diagram and shall show the logical progression of all activities required to complete the work.

The Contractor shall use activity descriptions that ensure the work is easily identifiable. The Contractor shall show the no-work days in the schedule calendars.

The Contractor shall use durations for individual construction activities that do not exceed 15 calendar days unless approved by the Engineer. The Contractor may group a series of activities with an aggregate duration of five days or less into a single activity. Non-construction activities may have durations exceeding 15 working days, as approved by the Engineer.

The Contractor may include summary bars in the schedule as long as the detailed activities to complete the work are displayed.

The Contractor shall not use the following:
(1) Negative lags
(2) Lags in excess of 10 working days without approval by the Engineer. The Contractor’s written request shall justify the need for the lag. Lags shall be identified.
(3) Start-to-finish relationships.
(4) Open-ended activities - every activity shall have at least one predecessor activity and at least one successor activity, except for the first and last activities in the network. If the contractor uses a start-to-start relationship to link two activities, then both of those two activities should also have successor activities linked by either a finish-to-start or a finish-to-finish relationship.

(5) Constraints without approval by the Engineer. The Contractor’s written request shall explain why the use of constraints in the schedule is necessary. The Project Schedule shall show all activities required by all parties to complete the work. The Project Schedule shall include subcontracted work, delivery dates for critical material, submittal and review periods, permits and governmental approvals, milestone requirements, utility work by others and no work periods. The Contractor, its subcontractors, suppliers, and engineers, at any tier, shall perform the work according to the approved Project Schedule.

Float within the Baseline Schedule or any other Project Schedule is not for the exclusive use or benefit of either party, but is a project resource available to both parties as needed until it is depleted.

For any schedule submittal that shows completion in less than 85 percent of the Contract Time, the Contractor shall submit planned production rates in the schedule for all activities with float of 10 days or less. The Engineer may require additional methods statements for activities with float of 10 days or less.

The Engineer’s review of the schedule will not exceed 10 calendar days. The Engineer will provide the Contractor with one of the following responses within 10 days after receipt of the Project Schedule:

(1) Approved, no exceptions taken;
(2) Approved-as-Noted; or
(3) Revise and Resubmit within 10 days.

The Contractor shall not assume that approval of the Project Schedule relieves the Contractor of its obligation to complete all work within the Contract Time.

(c) Schedule Submittals. The Contractor shall include a time-scaled logic diagram with all schedule submittals that:

(1) Is plotted on a horizontal time-scale in accordance with the project calendar.

(2) Uses color to clearly identify the critical path.

(3) Is based on early start and early finish dates of activities.

(4) For Schedule Updates and Schedule Revisions, shows actual completion dates up to but not including the data date.

(5) Clearly shows the sequence and relationships of all activities necessary to complete the contract work.

(6) Includes an activity block for each activity with the following information:
The Contractor shall include the following with all schedule submittals:

(1) A Job Progress Narrative Report that includes the following:
   (i) A description of the work performed since the previous month’s schedule update.
   (ii) A description of problems encountered or anticipated since the previous month’s schedule submission.
   (iii) A description of unusual labor, shift, equipment, or material conditions or restrictions encountered or anticipated.
   (iv) The status of all pending items that could affect the schedule.
   (v) Explanations for milestones forecasted to occur late.
   (vi) Scheduled completion date status and any change from the previous month’s submission.
   (vii) An explanation for a scheduled completion date forecasted to occur before or after the contract completion date or contract time.
   (viii) Schedule Delays:
      1. A description of current and anticipated delays including: Identification of the delayed activity or activities by Activity ID(s) and description(s).
      2. Delay type with reference to the relevant specification subsection.
      3. Delay cause or causes.
      4. Effect of the delay on other activities, milestones, and completion dates.
      5. Identification of the actions needed to avoid a potential or mitigate an actual delay.
      6. A description of the critical path impact and effect on the scheduled completion date in the previous month’s schedule update.
   (ix) A list of all added and deleted activities along with an explanation for the change.
   (x) All logic and duration changes along with an explanation for the change.
(2) A Predecessor Activity and Successor Activity report that defines all schedule logic and clearly indicates all logical relationships and constraints.
(3) An Early Start report listing all activities, sorted by actual start/early start date.
(4) A Float report listing all activities sorted in ascending order of available float.
(5) A Critical Path report listing all activities not yet complete with the percent complete, sorted by float and then by early start.
(6) A listing of all non-work days.

For all required schedule submittals, the Contractor shall submit two electronic copies on two compact disk, USB flash drive, or other media as directed by the Engineer. Electronic copies of CPM schedules shall be submitted both in the native schedule format and in “PDF” format. The Contractor shall also provide two printed copies of the CPM Schedule and all reports.

Each schedule submittal shall be appropriately labeled as a Preliminary Schedule, Baseline Schedule, Project Schedule Update, or Schedule Revision. The title bar shall include the CDOT project number, subaccount, project name, contractor name, schedule data date. If an originally submitted schedule is
revised during review, the title bar shall also include a revision number (REV1, REV2, etc.) and revision date.

(d) Preliminary Schedule. Within 14 days of award of the Contract, the Contractor may submit a Preliminary Schedule showing all planned activities from the Notice to Proceed through the first 60 days of the project. If the Contractor elects not to submit a Preliminary Schedule, then the Contractor shall submit a complete Baseline Schedule within 14 days of award of the Contract, which will be subject to all requirements of a Baseline submittal. The Preliminary Schedule shall not show any progress and it will be approved by the Engineer before work can commence. The Preliminary Schedule shall be used as the basis for the Baseline Schedule.

(e) Baseline Schedule. If the Contractor elects to submit a Preliminary Schedule, within 45 days of the award of Contract, the Contractor shall submit a Baseline Schedule that includes all work activities completed within Contract Time. The Contractor shall not show progress in the Baseline Schedule. Further partial payments will not be made beyond 60 days after the start of Contract Time unless the Baseline Schedule is approved. When approved, the Baseline Schedule shall become the Project Schedule.

The Contractor shall use all information known by the Contractor at the time of bid submittal to develop the Baseline Schedule.

If the Contractor elects to submit a Baseline Schedule in lieu of a Preliminary Schedule, the Baseline Schedule shall be approved before work can commence.

(f) Methods Statements. The Contractor shall submit a Methods Statement for each salient feature or as directed by the Engineer that describes all work necessary to complete the feature. The Contractor shall include the following information in the Methods Statement:

1. Salient feature name;
2. Responsibility for the salient feature work;
3. Planned work procedures;
4. The planned quantity of work per day for each salient feature using the same units of measure as the applicable pay item;
5. The anticipated labor force by labor type;
6. The number, types, and capacities of equipment planned for the work;
7. The planned time for the work including the number of work days per week, number of shifts per day, and the number of hours per shift.

(g) Project Schedule Update. The Contractor shall submit a monthly update of the Project Schedule updated through the cut-off date for the monthly progress pay estimate, and a projection for completing all remaining activities. A schedule update may show a completion date that is different than the Contract completion date, after the baseline schedule is approved. Approval of this schedule shall not relieve the Contractor of its obligation to complete the work within the Contract Time. In this case, the Contractor shall provide an explanation for a late scheduled completion date in the Job Progress Narrative Report included with the schedule submittal.

When approved, the Project Schedule Update will become the Project Schedule. The Engineer will not issue a monthly progress payment if the Engineer has not received the Project Schedule Update. The Engineer will not make monthly progress payments for the months following the Project Schedule Update submission until the Engineer approves the Project Schedule Update.
When the project has a maintenance or landscape establishment period, the Engineer may waive the monthly update requirement. The Contractor shall submit a final Project Schedule Update that shows all work through the final acceptance date.

(h) *Weekly Planning Schedule.* The Contractor shall submit, in writing, a Weekly Planning Schedule that shows the Contractor’s and all Subcontractor’s planned activities for a minimum of two weeks immediately following the date of submittal and actual days worked versus planned for the week prior to the date of submittal. This schedule shall include the description, duration and sequence of work activities and anticipated lane closures for the upcoming two weeks. The Weekly Planning Schedule may be a time-scaled logic diagram or other standard format as approved by the Engineer. subsection 108.03(c) Schedule Submittal requirements for reports do not apply to the Weekly Planning Schedule.

(i) *Schedule Revision.* A Schedule Revision is required in the event of any major change to the work. Examples of major changes are:

1. Significant changes in logic or methods of construction or changes to the critical path;
2. Addition, deletion, or revision of activities required by contract modification order;
3. Approval of a Contractor submitted Value Engineering Change Proposal;
4. Delays in milestones or project completion;
5. Phasing revisions, or;
6. If the Engineer determines that the schedule does not reflect the actual work.

This revision shall include a description of the measures necessary to achieve completion of the work within the Contract Time. The Contractor may also need to submit revised Methods Statements. The Contractor shall provide a Schedule Revision within 10 days of written notification and shall include the diagrams and reports as described in subsection 108.03 (b) Schedule - General and (c) Schedule Submittals. In this case, the Contractor shall provide an explanation for a late scheduled completion date in the Job Progress Narrative Report included with the schedule.

Once approved, the Schedule Revision becomes the Project Schedule.

*Payment.* All costs relating to the requirements of this subsection will not be paid for separately, but shall be included in the work.
REVISION OF SECTION 108
SUBLETTING OF CONTRACT

Section 108 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 108.01 and replace with the following:

108.01 Subletting of Contract. The Contractor shall not sublet, sell, transfer, assign, or dispose of the Contract or Contracts, or any portion thereof without written permission of the Engineer. Prior to beginning any work by subcontractor, the Contractor shall request permission from the Engineer by submitting a completed Sublet Permit Application, CDOT Form No. 205. The subcontract work shall not begin until the Contractor has received the Engineer’s written permission. The Contractor shall make all project related written subcontracts, agreements, and purchase orders available to the Engineer for viewing, upon request and at a location convenient to the Engineer.

The Contractor will be permitted to sublet a portion of the Contract, however, the Contractor’s organization shall perform work amounting to 30 percent or more of the total original contract amount. Any items designated in the contract as “specialty items” may be performed by subcontract. The cost of “specialty items” so performed by subcontract may be deducted from the total original contract amount before computing the amount of work required to be performed by the Contractor’s own organization. The original contract amount includes the cost of material and manufactured products which are to be purchased or produced by the Contractor and the actual agreement amounts between the Contractor and a subcontractor. Proportional value of a subcontracted partial contract item will be verified by the Engineer. When a firm both sells material to a prime contractor and performs the work of incorporating the materials into the project, these two phases shall be considered in combination and as constituting a single subcontract.

The calculation of the percentage of subcontracted work shall be based on subcontract unit prices.

Subcontracts or transfer of Contract shall not release the Contractor of liability under the Contract and Bond.
Section 108 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 108.04, and replace with the following:

**108.04 Payment Schedule.** The Contractor shall prepare a payment schedule which shall show the dollar amount of work the Contractor expects to be complete within a single State Fiscal Year (July 1 to June 30). The schedule shall cover the period from the commencement of work to the expected completion date as shown on the Contractor’s progress schedule. The payment schedule may be prepared using standard spreadsheet software such as MS Excel and submitted in electronic format.

The Contractor shall submit the payment schedule at the preconstruction conference.

The amounts shown shall include planned force account work and expected incentive payments.

If the Contractor fails to submit the payment schedule by the required date, the Engineer will withhold further progress payments until such time as the Contractor has submitted it.
REVISION OF SECTION 109
COMPENSATION FOR COMPENSABLE DELAYS

In subsection 109.10, delete the first two paragraphs and replace with the following:

109.10 Compensation for Compensable Delays. If the Engineer determines that a delay is compensable in accordance with either subsection 105.22, 105.23, 105.24, or 108.08, monetary compensation will be determined in accordance with this subsection.

(a) These categories represent the only costs that are recoverable by the Contractor. All other costs or categories of costs are not recoverable:

(1) Actual wages and benefits, including FICA, paid for additional labor not otherwise included in (5) below;
(2) Costs for additional bond, insurance and tax;
(3) Increased costs for materials;
(4) Equipment costs calculated in accordance with subsection 109.04(c) for Contractor owned equipment and based on invoice costs for rented equipment;
(5) Costs of extended job site overhead;
(6) Costs of salaried employees not otherwise included in (1) or (5) above incurred as a direct result of the delay;
(7) Claims from subcontractors and suppliers at any level (the same level of detail as specified herein is required for all such claims);
(8) An additional 16 percent will be added to the total of items (1) through (7) as compensation for items for which no specific allowance is provided, including profit and home office overhead.
REVISION OF SECTION 109
MEASUREMENT OF QUANTITIES

Section 109 of the Standard Specifications is hereby revised for this project as follows:

In subsection 109.01, delete the 17th paragraph and replace it with the following:

Vehicles used to haul material being paid for by weight shall bear a plainly legible identification mark. Each of these vehicles shall be weighed empty daily at times directed by the Engineer. The Contractor shall furnish to the Engineer, in writing, a vehicle identification sheet that lists the following for each delivery vehicle to be used on the project:

(1) identification mark
(2) vehicle length
(3) tare weight
(4) number of axles
(5) the distance between extreme axles
(6) information related to legal weight, including the Permit No. and permitted weight of each vehicle for which the State has issued an overweight permit.

This information shall be furnished prior to time of delivery of the material and at any subsequent time the Contractor changes vehicles, combination vehicles, axle length relationships, or overweight permitting of vehicles.
Section 109 of the Standard Specifications is hereby revised for this project as follows:

In subsection 109.01, delete the twenty-sixth paragraph and replace with the following:

Water may be measured either by volume or weight. Water meters shall be accurate within a range of ± 3 percent. When water is metered, the Contractor shall use an approved metering device and shall furnish the Engineer a certificate showing the meter has been accurately calibrated within the time allowed in the following schedule:

<table>
<thead>
<tr>
<th>Size Range</th>
<th>Calibration Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 inch</td>
<td>4 years</td>
</tr>
<tr>
<td>4 inch to 6 inch</td>
<td>2 years</td>
</tr>
<tr>
<td>8 inch to 10 inch</td>
<td>1 year</td>
</tr>
</tbody>
</table>
REVISION OF SECTION 109  
PROMPT PAYMENT

Section 109 of the Standard Specifications is hereby revised to include the following:

Subsection 109.06 (e) shall include the following:

The Contractor shall submit the Form 1418, Monthly Payment Report, along with the project schedule updates, in accordance with subsections 108.03 (b) or 108.03 (c) (3). Failure to submit a complete and accurate Form 1418 shall be grounds for CDOT to withhold subsequent payments or retainage to the Contractor.
Sections 203, 206, 304 and 613 of Standard Specifications are hereby revised for this project as follows:

In subsection 203.03 (a), delete the fifth paragraph and replace with the following:

1. **Soil Embankment.** Soil embankment consists of materials with 50 percent or more of the material passing the 4.75 mm (No. 4) sieve.

   A soil embankment may also have more than 50 percent of the material retained on the 4.75 mm (No. 4) sieve, but no more than 30 percent of the material retained on the 19 mm (3/4 inch) sieve.

   Soil embankment shall be constructed with moisture density control in accordance with the requirements of subsection 203.07.

2. **Rock Embankment.** Rock embankment consists of materials with 50 percent or more of the material retained on the 4.75 mm (No. 4) sieve and with more than 30 percent of the material retained on the 19 mm (3/4 inch) sieve. All material shall be smaller than 6 inches. Rock embankments shall be constructed without moisture density control in accordance with the requirements of subsection 203.08.

Delete Subsection 203.07 and replace with the following:

203.07 **Construction of Embankment and Treatment of Cut Areas with Moisture and Density Control.** Soil embankments shall be constructed with moisture and density control and the soil upon which the embankments are to be constructed shall be scarified to a depth of 6 inches and compacted with moisture and density control. The moisture content of the soil at the time of compaction shall be as specified or directed.

The material shall be removed from the full width of roadbed in all cut sections to the designated depth. The soil below the designated depth shall be thoroughly scarified to a depth of 6 inches and the moisture content increased or reduced, as necessary, to obtain the moisture content specified. This scarified layer shall then be compacted to the relative compaction specified.

All embankment material shall be compacted to not less than 95 percent relative compaction. Maximum dry density of all soil types encountered or used will be determined in accordance with AASHTO T 99 as modified by CP 23.

Soils shall be compacted at ± 2 percent of Optimum Moisture Content (OMC) as determined by AASTHO T 99. Soils having greater than 35 percent passing the 75 µm (No. 200) sieve shall be compacted to 0 to 3 percent above OMC. Soils which are unstable at the above moisture content shall be compacted at lower moisture content to the specified density.

Additional work involved in drying embankment material to the required moisture content shall be included in the contract price paid for excavating or furnishing the material with no additional compensation.
Density requirements will not apply to materials which cannot be tested in accordance with the above procedures for determining maximum dry density. Compaction for materials which cannot be tested shall be in accordance with subsection 203.08.

Claystone or soil-like non-durable shale shall be pulverized and compacted to the specified moisture and percent of relative compaction and shall be compacted with a heavy tamping foot roller, weighing at least 30 tons. Each tamping foot roller shall protrude from the drum a minimum of 4 inches. Each embankment layer shall receive a minimum of three or more coverages with the tamping foot roller to obtain density. One coverage consists of one pass over the entire surface designated. One pass consists of the passing of an acceptable tamping foot roller over a given spot. The roller shall be operated at a uniform speed not exceeding 3 miles per hour. No additional compensation will be made for additional roller coverages to achieve specified density requirements.

In subsection 206.03, delete the fourth and fifth paragraphs and replace with the following:

Backfill shall consist of approved materials uniformly distributed in layers brought up equally on all sides of the structure. Each layer of backfill shall not exceed 6 inches before compacting to the required density and before successive layers are placed. Structure backfill (Class 1) shall be compacted to a density of not less than 95 percent of maximum dry density determined in accordance with AASHTO T 180 as modified by CP 23. Backfill shall be compacted at ± 2 percent of Optimum Moisture Content (OMC).

Structure backfill (Class 2) shall be compacted to a density of not less than 95 percent of maximum dry density. The maximum dry density and OMC for A-1, A-2-4, A-2-5 and A-3 materials will be determined in accordance with AASHTO T 180 as modified by CP 23. The maximum dry density and OMC for all other materials will be determined in accordance with AASHTO T 99 as modified by CP 23. Materials shall be compacted at ± 2 percent of Optimum Moisture Content (OMC). Materials having greater than 35 percent passing the 75 µm (No. 200) sieve shall be compacted at 0 to 3 percent above OMC.

In subsection 304.06, delete the first paragraph and replace with the following:

304.06 Shaping and Compaction. Compaction of each layer shall continue until a density of not less than 95 percent of the maximum density determined in accordance with AASHTO T 180 as modified by CP 23 has been achieved. The moisture content shall be at +/-2 percent of optimum moisture content. The surface of each layer shall be maintained during the compaction operations so that a uniform texture is produced and the aggregates are firmly keyed. Moisture conditioning shall be performed uniformly during compaction.

In subsection 613.07, delete the 15th paragraph and replace with the following:

Trenching shall be backfilled and compacted as follows: Backfill shall be deposited in uniform layers. The thickness of each layer shall be 6 inches or less thick prior to compaction. The space under the conduit shall be completely filled. The remainder of the trench and excavation shall be backfilled to the finished grade. The backfill material shall be compacted to the density of not less than 95 percent of maximum dry density. The maximum dry density and optimum moisture content (OMC) for A-1, A-2-4, A-2-5 and A-3 materials will be determined in accordance with AASHTO T 180 as modified by CP 23. The maximum dry density and OMC for all other materials will be determined in accordance with AASHTO T 99 as modified by CP 23. Materials shall be compacted at ± 2 percent of Optimum Moisture Content (OMC). Materials having greater than 35 percent passing the 75 µm (No. 200) sieve shall be compacted at 0 to 3 percent above OMC. Each layer shall be mechanically compacted by tamping with power tools approved by the Engineer. Compaction methods or equipment that damage the conduit shall not be used.
REVISION OF SECTION 208
EROSION LOG

Section 208 of the Standard Specifications is hereby revised for this project as follows:

In subsection 208.02, delete (h) and replace with the following:

(h) *Erosion log*. Shall be one of the following types unless otherwise shown on the plans:

1. Erosion Log (Type 1) shall be curled aspen wood excelsior with a consistent width of fibers evenly distributed throughout the log. The casing shall be seamless, photo-degradable tube netting and shall have minimum dimensions as shown in Table 208-1, based on the diameter of the log called for on the plans. The curled aspen wood excelsior shall be fungus free, resin free, and free of growth or germination inhibiting substances.

2. Erosion Log (Type 2) shall consist of a blend of 30-40 percent weed free compost and 60-70 percent wood chips. The compost/wood blend material shall pass a 50 mm (2 inch) sieve with a minimum of 70 percent retained on the 9.5 mm (3/8 inch) sieve and comply to subsection 212.02 for the remaining compost physical properties. The compost/wood chip blend may be pneumatically shot into a geotextile cylindrical bag or be pre-manufactured. The geotextile bag shall consist of material with openings of 3/8 inches of HDPE mesh, and contain the compost/wood chip material while not limiting water infiltration.

Erosion log (Type 1 and Type 2) shall have minimum dimensions as shown in Table 208-1, based on the diameter of the log.

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Length (feet)</th>
<th>Weight (minimum) (pounds/foot)</th>
<th>Stake Dimensions (Inches)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Min.</td>
<td>Max.</td>
<td></td>
</tr>
<tr>
<td>9 inch</td>
<td>10</td>
<td>180</td>
<td>1.6</td>
</tr>
<tr>
<td>12 inch</td>
<td>10</td>
<td>180</td>
<td>2.5</td>
</tr>
<tr>
<td>20 inch</td>
<td>10</td>
<td>100</td>
<td>4.0</td>
</tr>
</tbody>
</table>

Stakes to secure erosion logs shall consist of pinewood or hardwood.

Subsection 208.11 shall include the following:

All BMPs measured by the linear foot shall be determined along the centerline of the BMP. Measured length will not include required overlap.
REVISED SECTION 212
SEED

Section 212 of the Standard Specifications is hereby revised for this project as follows:

In subsection 212.02 (a), delete the first paragraph and replace with the following:

(a) **Seed.** All seed shall be furnished in bags or containers clearly labeled to show the name and address of the supplier, the seed name, the lot number, net weight, origin, the percent of weed seed content, the guaranteed percentage of purity and germination, pounds of pure live seed (PLS) of each seed species, and the total pounds of PLS in the container. All seeds shall be free from noxious weed seeds in accordance with current state and local lists and as indicated in Section 213. The Contractor shall furnish to the Engineer a signed statement certifying that the seed is from a lot that has been tested by a recognized laboratory for seed testing within thirteen months prior to the date of seeding. The Engineer may obtain seed samples from the seed equipment, furnished bags or containers to test seed for species identification, purity and germination. Seed tested and found to be less than 10 percent of the labeled certified PLS and different than the specified species will not be accepted. Seed which has become wet, moldy, or damaged in transit or in storage will not be accepted.
REVISION OF SECTION 213
MULCHING

Section 213 of the Standard Specifications is hereby revised for this project as follows:

In subsection 213.01, delete the last paragraph and replace with the following:

This work includes furnishing and applying spray-on mulch blanket or bonded fiber matrix on top of rock cuts and slopes after seeding or as temporary stabilization as shown on the plans or as directed by the Engineer.

In subsection 213.02, delete the eighth paragraph and replace with the following:

The hydromulch material for hydraulic mulching shall consist of virgin wood fibers manufactured expressly from clean whole wood chips. The chips shall be processed in such a manner as to contain no growth or germination inhibiting factors. Fiber shall not be produced from recycled materials such as sawdust, paper, cardboard, or residue from pulp and paper plants. The wood cellulose fibers of the mulch must maintain uniform suspension in water under agitation. Upon application, the mulch material shall form a blotter like mat covering the ground. This mat shall have the characteristics of moisture absorption and percolation and shall cover and hold seed in contact with the soil. The Contractor shall obtain certifications from suppliers that laboratory and field testing of their product has been accomplished, and that it meets all of the foregoing requirements pertaining to wood cellulose fiber mulch.

In subsection 213.02, delete the eleventh paragraph and replace with the following:

Material for mulch tackifier shall consist of a free-flowing, noncorrosive powder produced either from the natural plant gum of Plantago Insularis (Desert Indianwheat) or pre-gelatinized 100 percent natural corn starch polymer. The powders shall possess the following properties:

Plantago Insularis (Desert Indianwheat):

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirement</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) pH 1% solution</td>
<td>6.5 - 8.0</td>
<td></td>
</tr>
<tr>
<td>(2) Mucilage content</td>
<td>75% min.</td>
<td>ASTM D7047</td>
</tr>
</tbody>
</table>

Pre-gelatinized 100 percent natural corn starch polymer:

| (1) Organic Nitrogen as protein | 5.5-7%        |
| (2) Ash content                | 0-2%          |
| (3) Fiber                     | 4-5%          |
| (4) pH 1% solution             | 6.5 – 8.0     |
| (5) Size                      | 100% thru 850 microns (20 mesh) |
| (6) Settleable solids          | <2%           |

All fibers shall be colored green or yellow with a biodegradable dye.
Delete the last paragraph in subsection 213.02 and replace with the following:

(a) Spray-on Mulch Blanket. Spray on mulch blanket shall be one of the following, unless otherwise shown on the plans:
Spray-on Mulch Blanket (Type 1) shall be a hydraulically applied matrix containing organic fibers, water soluble cross-linked tackifier, reinforcing natural and/or synthetic interlocking fibers. Mulch Blanket (Type 1) shall conform to the following:

<table>
<thead>
<tr>
<th>Properties</th>
<th>Requirement</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organic Fibers</td>
<td>71% Min.</td>
<td>ASTM D 2974</td>
</tr>
<tr>
<td>Cross linked Tackifiers</td>
<td>10% +/- 2% Min.</td>
<td></td>
</tr>
<tr>
<td>Reinforcing Interlocking Fibers</td>
<td>10% +/- 1% Min.</td>
<td></td>
</tr>
<tr>
<td>Biodegradability</td>
<td>100%</td>
<td>ASTM D 5338</td>
</tr>
<tr>
<td>Ground Cover @ Application Rate</td>
<td>90% Min.</td>
<td>ASTM D 6567</td>
</tr>
<tr>
<td>Functional Longevity</td>
<td>12 Months Min.</td>
<td></td>
</tr>
<tr>
<td>Cure Time</td>
<td>&lt; 8 hours</td>
<td></td>
</tr>
</tbody>
</table>

Application

<table>
<thead>
<tr>
<th>Application</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Rate</td>
<td>3,000 lb./acre</td>
</tr>
</tbody>
</table>

The organic fiber shall not contain lead paint, printing ink, varnish, petroleum products, seed germination inhibitors, or chlorine bleach. The organic fibers and reinforcing interlocking fibers cannot be produced from sawdust, cardboard, paper, or paper by-products.

Spray-on Mulch Blanket (Type 2) shall be a hydraulically applied matrix pre-packaged in 50 pound bags containing both a soil and fiber stabilizing compound and thermally processed wood fiber.

The sterilized weed-free wood fiber mulch shall be manufactured through a thermo-mechanical defibrating process containing a specific range of fiber lengths averaging 0.25 inches or longer.

Mulch Blanket (Type 2) shall meet the following requirements:

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirement</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber Retention On 28-Mesh Screen</td>
<td>≥ 40%</td>
<td>Tyler Ro-Tap Method</td>
</tr>
<tr>
<td>Moisture Content</td>
<td>12% ± 2%</td>
<td>Total Air Dry Weight Basis</td>
</tr>
<tr>
<td>Organic Matter</td>
<td>99.2% ± 0.2%</td>
<td>Oven Dry Weight Basis</td>
</tr>
<tr>
<td>Ash Content</td>
<td>0.8% ± 0.2%</td>
<td>Oven Dry Weight Basis</td>
</tr>
<tr>
<td>pH At 3% Consistency In Water</td>
<td>4.5-7.0 ± 0.5%</td>
<td></td>
</tr>
<tr>
<td>Sterilized Weed-Free</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Non-Toxic To Plant Or Animal Life</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

The soil and fiber stabilizing compound shall be composed of linear anionic copolymers of acrylamide pre-packed within the bag having a minimum content of 1.0 percent. The compound shall conform to the following:

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Molecular Weight</td>
<td>≥ 12x106</td>
</tr>
<tr>
<td>Charge Density</td>
<td>&gt; 25%</td>
</tr>
<tr>
<td>Non-Toxic To Plant Or Animal Life</td>
<td>Yes</td>
</tr>
</tbody>
</table>
(b) *Bonded Fiber Matrices (BFM).* BFM shall consist of hydraulically-applied matrix with a minimum of 70 percent non-toxic thermally processed or refined long strand organic fibers and water soluble tackifier to provide erosion control and designed to be functional for a minimum of 9 months. BFM form an erosion-resistant blanket that promotes vegetation and prevents soil erosion. The BFM shall be 100 percent biodegradable. The binder in the BFM should also be biodegradable. Biodegradable BFM should not be applied immediately before, during, or immediately after rainfall if the soil is saturated. BFM shall conform to the following requirements:

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirement</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ground Cover (%)</td>
<td>95</td>
<td>ASTM 6567</td>
</tr>
<tr>
<td>Bio-degradability (%)</td>
<td>100</td>
<td>ASTM 5338</td>
</tr>
<tr>
<td>Functional Longevity (months)</td>
<td>9 month minimum</td>
<td></td>
</tr>
<tr>
<td>Cure Time (hours)</td>
<td>24-48</td>
<td></td>
</tr>
<tr>
<td>Cross-linked tackifier</td>
<td>10% minimum</td>
<td></td>
</tr>
</tbody>
</table>

**Application**

Application Rate (lbs./Acre) 3000

The fibers shall not contain lead paint, printing ink, varnish, petroleum products, seed germination inhibitors, or chlorine bleach. Fiber shall not be produced from sawdust, cardboard, paper, or paper by-products.

In subsection 213.03 (b) 2, delete the second paragraph and replace with the following:

Application Rate: Apply this as an overspray at the following rate or as approved by the Engineer.

<table>
<thead>
<tr>
<th>Powder</th>
<th>Fiber</th>
<th>Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>200 lbs./Acre</td>
<td>300 lbs./Acre</td>
<td>2000 gal./Acre</td>
</tr>
</tbody>
</table>

In subsection 213.03, delete (f) and replace with the following:

(f) *Spray-on Mulch Blanket.* Spray-on Mulch Blanket shall strictly comply with the Manufacturer’s mixing recommendations and installation instructions. No chemical additives with the exception of fertilizer, soil pH modifiers, extended-term dyes and bio nutrients will be permitted. Apply Spray-on mulch blanket in a uniform application using a minimum 22 degree arc type nozzle. Apply hydro slurry in two direction (from top of slope down and from toe of the slope up, as well as, be applied at a minimum of two layers).

Hydromulching vessel shall be filled with water to at least 1/3 capacity (high enough to cover agitators) prior to adding any material. Continue to fill vessel with water and slowly add the fibers while agitators are in motion. Run agitators at ¾ speed. Continue to mix tank a minimum of 10 minutes prior to application.

Co-polymer shall not be used use in channels, swales, or other areas where concentrated flows are anticipated and should not be used on saturated soils that have groundwater seeps.

Subsection 213.03 shall include the following:
(g) 

**Bonded Fiber Matrices (BFM).** Bonded fiber matrices shall strictly comply with the Manufacturer’s mixing recommendations and installation instructions. No chemical additives with the exception of fertilizer, soil pH modifiers, extended-term dyes and bio stimulant materials shall be permitted. BFM shall be applied in a uniform application using a minimum 22 degree arc type nozzle. Apply BFM in two direction (from top of slope down and from toe of the slope up, as well as, be applied at a minimum of two layers.

Biodegradable BFM应当 not be applied immediately before, during, or immediately after rainfall if the soil is saturated.

Product shall not be used in channels, swales, or other areas where concentrated flows are anticipated and should not be used on saturated soils that have groundwater seeps.

Foot traffic, mechanical traffic or grazing shall not be permitted on treated areas until vegetated. Treated areas damaged due to circumstances beyond Contractor’s control shall be repaired or re-applied as ordered. Payment for corrective work, when ordered, shall be at contract rates.

In subsection 213.04, delete the first paragraph and replace with the following:

The quantity of hay and straw mulch, wood chip mulch, wood fiber and, spray-on mulch tackifier, bonded fiber matrix and tackifier will not be measured but shall be the quantity designated in the Contract, except that measurements will be made for revisions requested by the Engineer, or for discrepancies of plus or minus five percent of the total quantity designated in the Contract. Measurement for acres will be by slope distances.

In subsection 213.04, delete the fourth paragraph and replace with the following:

Spray-on Mulch Blanket and Bonded Fiber Matrix will be measured by the acre or by the actual pounds of product applied, as shown on the plans. The area will be calculated on the basis of actual or computed slope measurements. The Contractor shall verify prior to application, weight of spray on mulch blanket and bonded fiber matrix bags for certification of materials and application rate.

Subsection 213.05 shall include the following:

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonded Fiber Matrix</td>
<td>Acre</td>
</tr>
<tr>
<td>Bonded Fiber Matrix</td>
<td>Pound</td>
</tr>
<tr>
<td>Spray on Mulch Blanket</td>
<td>Pound</td>
</tr>
</tbody>
</table>

Payment for spray-on mulch blanket and bonded fiber matrix will be full compensation for all work and materials necessary to complete this item.
Section 401 of the Standard Specifications is hereby revised for this project as follows:

In subsection 401.17, delete the first paragraph and replace with the following:

401.17 Compaction. The hot mix asphalt shall be compacted by rolling. Both steel wheel and pneumatic tire rollers will be required. The number, weight, and type of rollers furnished shall be sufficient to obtain the required density while the mixture is in a workable condition. Compaction shall begin immediately after the mixture is placed and be continuous until the required density is obtained. When the mixture contains unmodified asphalt cement (PG 58-28 or PG 64-22) or modified (PG 58-34), and the surface temperature falls below 185 °F, further compaction effort shall not be applied unless approved, provided the Contractor can demonstrate that there is no damage to the finished mat. If the mixture contains modified asphalt cement (PG 76-28, PG 70-28 or PG 64-28) and the surface temperature falls below 230 °F, further compaction effort shall not be applied unless approved, provided the Contractor can demonstrate that there is no damage to the finished mat.

Warm Mix Asphalt compaction requirements shall conform to CP 59.

In subsection 401.17, delete the third paragraph and replace with the following:

SMA shall be compacted to a density of 93 to 97 percent of the daily theoretical maximum specific gravity, determined according to CP 51. All other HMA shall be compacted to a density of 92 to 96 percent of the daily theoretical maximum specific gravity, determined according to CP 51. If more than one theoretical maximum specific gravity test is taken in a day, the average of the theoretical maximum specific gravity results will be used to determine the percent compaction. Field density determinations will be made in accordance with CP 44 or 81.

In subsection 401.17, second to last paragraph, delete the first sentence and replace with the following:

After production paving work has begun, a new Roller Pattern shall be demonstrated when a change in the compaction process is implemented.
REVISION OF SECTION 401
RECLAIMED ASPHALT PAVEMENT

Section 401 of the Standard Specifications is hereby revised for this project as follows:

Subsection 401.02(b) shall include the following:

Reclaimed Asphalt Pavement (RAP) is allowed in hot mix asphalt (HMA) up to a maximum binder replacement of 23 percent for all lifts, provided all specifications for HMA are met. Fine Aggregate Angularity requirements shall apply only to the virgin fraction of the fine aggregate. The RAP shall not contain clay balls, vegetable matter, or other deleterious substances, and must meet the uniformity requirements as outlined below.

HMA Project Verification Testing for asphalt content and gradation will be performed at the frequencies listed in the Field Materials Manual in accordance with CP-L 5120.

The Contractor shall have an approved mix design for the amount of RAP to be used. The AC content of the RAP utilized in the Contractor RAP mix design shall be the average AC content determined in accordance with 1B or 1C, below, or alternatively, a minimum of five samples of the Contractors RAP stockpile may be sampled and the average AC content of the RAP be determined using AASHTO T-164, Method A or B, or in accordance with 1C below. The Contractor shall determine the total binder replaced by the binder in the RAP pursuant to the following equation:

Total Binder Replaced = (A x B) x 100/E
Where:

A = RAP % Binder Content *
B = RAP % in Mix *
E = Total Effective Binder Content *
* in decimal format (i.e. 2% is 0.02)

The Total Binder Replaced by the binder in the RAP shall not exceed 23 percent of the effective binder content of either the mix design or the produced mix.

The use of RAP shall be controlled in accordance with subsections 105.05 and 106.05. If the Contractor elects to use RAP, the following additional conditions shall apply:

1. The Contractor shall have an approved Quality Control (QC) Plan that details how the RAP will be processed and controlled. The QC plan shall address the following:

   A. RAP Processing Techniques. This requires a schematic diagram and narrative that explains the processing (crushing, screening, and rejecting) and stockpile operation for this specific project.

   B. Control of RAP Asphalt Binder Content (AASHTO T-164, Method A or B). RAP Asphalt Binder Content may also be determined in accordance with CP-L 5120, provided an RAP AC content correction factor is determined through correlation testing with AASHTO T-164, Method A or B. The correction factor shall be determined by performing correlation testing on
the first five samples of the RAP AC content, then at a frequency of one for every five AC content tests thereafter. The correction factor shall be determined by calculating the average difference in AC content between CP-L 5120 and AASHTO T-164, Method A or B, and applying the correction to the AC content determined in accordance with CP-L 5120:

Frequency: 1/1000 tons of processed RAP material (minimum five tests)

C. (Alternate) The Contractor may propose a RAP asphalt content correction factor to be used in conjunction with CP-L 5120. The proposed CP-L 5120 RAP asphalt content correction factor shall be used with all RAP asphalt contents tested for the mixture design and quality control sampling and testing. The methodology of the proposed CP-L 5120 RAP asphalt content correction factor shall be outlined in detail in the approved RAP QC Plan. At a minimum, the proposed CP-L 5120 correction factor shall identify the principal source locations of the RAP aggregate, gradation of the material tested, and specific ignition oven serial number used in all the RAP asphalt content testing. The RAP source locations, material gradation, and specific equipment used shall substantiate the CP-L 5120 asphalt content correction factor used for the testing. The substantiation must be from data gathered from historical information or specific asphalt content correction data obtained from tests performed on similar virgin aggregate sources, virgin material gradations, and the specific equipment used.

D. Control of RAP Gradation (CP31 or AASHTO T-30):
Frequency: 1/1000 tons of processed RAP material (minimum three tests)

E. Process Control Charts shall be maintained for binder content and each screen listed in subsection 401.02(b), during addition of any RAP material to the stockpile. The Contractor shall maintain separate control charts for each RAP stockpile. The control charts shall be displayed and shall be made available, along with RAP AC extraction testing laboratory reports to the Engineer upon request.

2. The processed RAP must be 100 percent passing the 31.5 mm (1¼ inch) sieve. The aggregate obtained from the processed RAP shall be 100 percent passing the 25.0 mm (1 inch) sieve. The aggregate and binder obtained from the processed RAP shall be uniform in all the measured parameters in accordance with the following:

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Binder Content</td>
<td>0.5</td>
</tr>
<tr>
<td>Percent Passing 19 mm (¾”)</td>
<td>4.0</td>
</tr>
<tr>
<td>Percent Passing 12.5 mm (½”)</td>
<td>4.0</td>
</tr>
<tr>
<td>Percent Passing 9.5 mm (¼”)</td>
<td>4.0</td>
</tr>
<tr>
<td>Percent Passing 4.75 mm (#4)</td>
<td>4.0</td>
</tr>
<tr>
<td>Percent Passing 2.36 mm (#8)</td>
<td>4.0</td>
</tr>
<tr>
<td>Percent Passing 600 µm (#30)</td>
<td>3.0</td>
</tr>
<tr>
<td>Percent Passing 75 µm (#200)</td>
<td>1.5</td>
</tr>
</tbody>
</table>

*Uniformity is the Maximum allowable Standard Deviation of test results of processed RAP.

3. If RAP millings generated are incorporated in the same project, in accordance with CPL 5145 the Contractor shall pave with a virgin mix design until sufficient amount of processed RAP has been stockpiled and tested to allow full production of a RAP HMA mix.
REVISION OF SECTION 401
PLANT MIX PAVEMENTS

Section 401 of the Standard Specifications is hereby revised for this project as follows:

Subsection 401.02(b) shall include the following:

After the Form 43 is executed, and all ingredients are available on the project, the Contractor shall notify the Engineer a minimum of one working day in advance of beginning production of the hot mix asphalt. Any changes in the Form 43 will require the same notification unless otherwise approved by the Engineer.
REVISION OF SECTION 601
CONCRETE BATCHING

Section 601 of the Standard Specifications is hereby revised for this project as follows:

In subsection 601.06, delete (13) and (17) and replace with the following:

(13) Gallons of water added by truck operator, the time the water was added and the quantity of concrete in the truck each time water is added.

(17) Water to cementitious material ratio.
REVISION OF SECTION 601
CONCRETE FORM AND FALSEWORK REMOVAL

Section 601 of the Standard Specifications is hereby revised for this project as follows:

In subsection 601.09, delete (h) and replace with the following:

(h) Removal of Forms. The forms for any portion of the structure shall not be removed until the concrete is strong enough to withstand damage when the forms are removed. Unless specified in the plans, forms shall remain in place for members that resist dead load bending until concrete has reached a compressive strength of at least 80 percent of the required 28 day strength, 0.80\(f'_c\). Forms for columns shall remain in place until concrete has reached a compressive strength of at least 1,000 psi. Forms for sides of beams, walls or other members that do not resist dead load bending shall remain in place until concrete has reached a compressive strength of at least 500 psi.

Forms and supports for cast-in-place concrete box culverts (CBCs) shall not be removed until the concrete compressive strength exceeds 0.6 \(f'_c\) for CBCs with spans up to and including 12 feet, and 0.67 \(f'_c\) for CBCs with spans exceeding 12 feet but not larger than 20 feet. Forms for CBCs with spans larger than 20 feet shall not be removed until after all concrete has been placed in all spans and has attained a compressive strength of at least 0.80\(f'_c\).

Concrete compressive strength shall be determined using information concrete cylinders or by maturity meters. At the pre-pour conference, the Contractor shall submit the method of determining the structure’s strength and the location where information cylinders will be taken or maturity meters placed.

If information cylinders are used they shall be cast by the Contractor and cured in the same manner as the structure. A set of information cylinders shall be taken for each concrete placement on the structure. A set of information cylinders shall be taken for any load of concrete that is being placed at the mid-span of beams and at support locations and other locations as directed by the Engineer. Casting of the information cylinders will be witnessed by the Engineer. The information cylinders shall remain in the molds and cured in the same manner as the structure until they are tested in the laboratory by the Engineer. Compressive strength shall be determined using the compressive strength of at least two information cylinders. The contractor shall be responsible for protecting the information cylinders from damage.

Prior to placement of concrete whose strength will be determined with maturity meters, the Contractor shall provide the Engineer a report of maturity relationships in accordance with CP 69. The Contractor shall provide maturity meters and all necessary wires and connectors. The Contractor shall be responsible for the placement and maintenance of the maturity meter and wire. At a minimum a maturity meter will be placed at the mid-span of beams and at support locations. Placement shall be as directed by the Engineer.

For structures with multiple sets of information cylinders or maturity meters, the lowest compressive strength shall determine when the forms can be removed.

Acceptance cylinders shall not be used for determining compressive strength to remove forms.

When field operations are controlled by information cylinder tests or maturity meter, the removal of forms, supports and housing, and the discontinuance of heating and curing may begin when the concrete is found to have the required compressive strength.
Forms for median barrier, railing or curbs, may be removed at the convenience of the Contractor after the concrete has hardened.

All forms shall be removed except permanent steel bridge deck forms and forms used to support hollow abutments or hollow piers when no permanent access is available into the cells. When permanent access is provided into box girders, all interior forms and loose material shall be removed, and the inside of box girders shall be cleaned.

In subsection 601.11, delete (e) and replace with the following:

(e) Falsework Removal. Unless specified in the plans or specifications, falsework shall remain in place until concrete has attained a minimum compressive strength of $0.80f'c$.

Falsework supporting any span of a simple span bridge shall not be released until after all concrete, excluding concrete above the bridge deck, has attained a compressive strength of at least $0.80f'c$.

Falsework supporting any span of a continuous or rigid frame bridge shall not be released until after all concrete, excluding concrete above the bridge deck, has been placed in all spans and has attained the compressive strength of at least $0.80f'c$.

Falsework for arch bridges shall be removed uniformly and gradually, beginning at the crown, to permit the arch to take its load slowly and evenly.

Falsework supporting overhangs and deck slabs between girders shall not be released until the deck concrete has attained a compressive strength of at least $0.80f'c$.

Falsework for pier caps which will support steel or precast concrete girders shall not be released until the concrete has attained a compressive strength of at least $0.80f'c$. Girders shall not be erected onto such pier caps until the concrete in the cap has attained the compressive strength of at least $0.80f'c$.

Falsework for cast-in-place prestressed portions of structures shall not be released until after the pre-stressing steel has been tensioned.

Concrete compressive strength shall be determined using information concrete cylinders or by maturity meters. At the pre-pour conference, the Contractor shall submit the method of determining the structure’s strength and the location that information cylinders will be taken or maturity meters placed.

If information cylinders are used they shall be cast by the Contractor and cured in the same manner as the structure. A set of information cylinders shall be taken for each concrete placement on the structure. A set of information cylinders shall be taken for any load of concrete that is being placed at the mid-span of beams and at support locations and other locations as directed by the Engineer. Casting of the information cylinders will be witnessed by the Engineer. The information cylinders shall remain in the molds and cured in the same manner as the structure until they are tested in the laboratory by the Engineer. Compressive strength shall be determined using the compressive strength of at least two information cylinders. The Contractor shall be responsible for protecting the information cylinders from damage.

Prior to placement of concrete whose strength will be determined with maturity meters, the Contractor shall provide the Engineer a report of maturity relationships in accordance with CP 69. The Contractor shall provide maturity meters and all necessary wires and connectors. The Contractor shall be responsible
for the placement and maintenance of the maturity meters and wires. At a minimum a maturity meter will be placed at the mid-span of beams and at support locations. Placement shall be as directed by the Engineer.

For structures with multiple sets of information cylinders or maturity meters, the lowest compressive strength shall determine when the falsework can be removed.

Acceptance cylinders shall not be used for determining compressive strength to remove falsework.
REVISION OF SECTION 601
CONCRETE SLUMP ACCEPTANCE

Section 601 of the Standard Specifications is hereby revised for this project as follows:

Delete the fifth paragraph of Subsection 601.05 and replace with the following:

Except for Class BZ concrete, the slump of the delivered concrete shall be the slump of the approved concrete mix design plus or minus 2.0 inch. The laboratory trial mix must produce an average compressive strength at least 115 percent of the required field compressive strength specified in Table 601-1. When entrained air is specified in the Contract for Class BZ concrete, an air entraining admixture may be added to an approved Class BZ mix design. A new trial mix will not be required.

Delete Subsection 601.17 (b), 601.17 (d) and Table 601-3 and replace with the following:

(b) *Slump.* Slump acceptance, but not rejection, may be visually determined by the Engineer. Any batch that exceeds the slump of the approved concrete mix design by 2.0 inches will be retested. If the slump is exceeded a second time, that load is rejected. If the slump is greater than 2 inches lower than the approved concrete mix design, the load can be adjusted with a water reducer, or by adding water (if the w/cm allows) and retested.

Portions of loads incorporated into structures prior to determining test results which indicate rejection as the correct course of action shall be subject to reduced payment or removal as determined by the Engineer.

(d) *Pay Factors.* The pay factor for concrete which is allowed to remain in place at a reduced price shall be according to Table 601-3 and shall be applied to the unit price bid for Item 601, Structural Concrete.

If deviations occur in air content and strength within the same batch, the pay factor for the batch shall be the product of the individual pay factors.
Table 601-3  
PAY FACTORS

<table>
<thead>
<tr>
<th>Deviations From Specified Air (Percent)</th>
<th>Pay Factor (Percent)</th>
<th>Below Specified Strength (psi) [&lt; 4500 psi Concrete]</th>
<th>Pay Factor (Percent)</th>
<th>Below Specified Strength (psi) [≥ 4500 psi Concrete]</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.0-0.2</td>
<td>98</td>
<td>1-100</td>
<td>98</td>
<td>1-100</td>
</tr>
<tr>
<td>0.3-0.4</td>
<td>96</td>
<td>101-200</td>
<td>96</td>
<td>101-200</td>
</tr>
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<td>0.5-0.6</td>
<td>92</td>
<td>201-300</td>
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<tr>
<td>0.7-0.8</td>
<td>84</td>
<td>301-400</td>
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<td>0.9-1.0</td>
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<td>Over 500</td>
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<td></td>
<td>Reject</td>
<td>Over 1000</td>
<td>Reject</td>
<td>Over 1000</td>
</tr>
</tbody>
</table>
REVISION OF SECTION 601
QC TESTING REQUIREMENTS FOR STRUCTURAL CONCRETE

Section 601 of the Standard Specifications is hereby revised for this project as follows:

Delete the first paragraph of subsection 601.17 and subsection 601.17(a) and replace with the following:

601.17 Acceptance and Pay Factors. These provisions apply to all concrete. The Contractor shall sample 601 pay items for both QC and QA in accordance with CP 61. The Engineer will witness the sampling and take possession of the QA samples at a mutually agreed upon location. The Contractor shall be responsible for Quality Control (QC) testing for 601 pay items. QC testing shall be performed at least once per day and then once per 50 cubic yards for concrete slump, unit weight and concrete temperature for each 601 pay item.

(a) Air Content. The first three batches at the beginning of each day’s production for each 601 pay item shall be tested by the Contractor’s QC and CDOT’s QA for air content. When the QC and QA air content measurements differ by more than 0.5 percent, both the QC and QA air meters shall be checked in accordance with ASTM C 231. When air content is below the specified limit, it may be adjusted in accordance with subsection 601.08. Successive batches shall be tested by the Contractor’s QC and witnessed by the Engineer until three consecutive batches are within specified limits. After the first three batches, CDOT will follow the random minimum testing schedule. After the first three batches the Contractor shall perform QC testing at a frequency of one random sample per 50 cubic yards. Air content shall not be adjusted after a CDOT QA test.

Subsection 601.19 shall include the following:

The Contractor’s QC testing will not be measured and paid separately, but shall be included in the work.
REVISION OF SECTION 601
STRUCTURAL CONCRETE STRENGTH ACCEPTANCE

Section 601 of the Standard Specifications is hereby revised for this project as follows:

In subsection 601.17 (c), delete the first paragraph and replace with the following:

(c) Strength (When Specified). The concrete will be considered acceptable when the running average of three consecutive strength tests per mix design for an individual structure is equal to or greater than the specified strength and no single test falls below the specified strength by more than 500 psi. A test is defined as the average strength of three test cylinders cast in plastic molds from a single sample of concrete and cured under standard laboratory conditions prior to testing. If the compressive strength of any one test cylinder differs from the average by more than 10 percent that compressive strength will be deleted and the average strength will be determined using the compressive strength of the remaining two test cylinders.
Sections 601 and 701 of the Standard Specifications are hereby revised for this project as follows:

In subsection 601.03, first paragraph, the following shall be added to the table:

| High-Reactivity Pozzolans | 701.04 |

Subsection 601.03 shall include the following:

Pozzolans shall consist of Fly Ash, Silica Fume and High-Reactivity Pozzolan.

In subsection 601.04, delete the third and fourth paragraphs and replace with the following:

Cementitious material requirements are as follows:

**Class 0 requirements for sulfate resistance shall be one of the following:**

1. ASTM C 150 Type I, II or V
2. ASTM C 595 Type IL, IP, IP(MS), IP(HS) or IT
3. ASTM C 1157 Type GU, MS or HS
4. ASTM C 150 Type III cement if it is allowed, as in Class E concrete

**Class 1 requirements for sulfate resistance shall be one of the following:**

1. ASTM C 150 Type II or V; Class C fly ash shall not be substituted for cement.
2. ASTM C 595 Type IP(MS) or IP(HS).
3. ASTM C 1157 Type MS or HS; Class C fly ash shall not be substituted for cement.
4. When ASTM C 150 Type III cement is allowed, as in Class E concrete, it shall have no more than 8 percent C3A. Class C fly ash shall not be substituted for cement.
5. ASTM C 595 Type IL; having less than 0.10 percent expansion at 6 months when tested according to ASTM C 1012. Class C fly ash shall not be substituted for cement.
6. ASTM C 595 Type IT; having less than 0.10 percent expansion at 6 months when tested according to ASTM C 1012.

**Class 2 requirements for sulfate resistance shall be one of the following:**

1. ASTM C 150 Type V with a minimum of a 20 percent substitution of Class F fly ash by weight
(2) ASTM C 150 Type II or III with a minimum of a 20 percent substitution of Class F fly ash by weight. The Type II or III cement shall have no more than 0.040 percent expansion at 14 days when tested according to ASTM C 452.

(3) ASTM C 1157 Type HS; Class C fly ash shall not be substituted for cement.

(4) ASTM C 150 Type II, III, or V plus High-Reactivity Pozzolan where the blend has less than 0.05 percent expansion at 6 months or 0.10 percent expansion at 12 months when tested according to ASTM C 1012.

(5) ASTM C 1157 Type MS plus Class F fly ash or High-Reactivity Pozzolan where the blend has less than 0.05 percent expansion at 6 months or 0.10 percent expansion at 12 months when tested according to ASTM C 1012.

(6) A blend of portland cement meeting ASTM C 150 Type II or III with a minimum of 20 percent Class F fly ash by weight, where the blend has less than 0.05 percent expansion at 6 months or 0.10 percent expansion at 12 months when tested according to ASTM C 1012.

(7) ASTM C 595 Type IP(HS).

(8) ASTM C 595 Type 1L plus Class F fly ash or High-Reactivity Pozzolan where the blend has less than 0.05 percent expansion at 6 months or 0.10 percent expansion at 12 months when tested according to ASTM C 1012.

(9) ASTM C 595 Type IT; having less than 0.05 percent expansion at 6 months or 0.10 percent expansion at 12 months when tested according to ASTM C 1012.

Class 3 requirements for sulfate resistance shall be one of the following:

A blend of portland cement meeting ASTM C 150 Type II, III, or V with a minimum of a 20 percent substitution of Class F fly ash by weight, where the blend has less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012.

(1) ASTM C 1157 Type HS having less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012. Class C fly ash shall not be substituted for cement.

(2) ASTM C 1157 Type MS or HS plus Class F fly ash or High-Reactivity Pozzolan where the blend has less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012.

(3) ASTM C 150 Type II,III, or V plus High-Reactivity Pozzolan where the blend has less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012.

(4) ASTM C 595 Type 1L plus High-Reactivity Pozzolan where the blend has less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012.

(5) ASTM C 595 Type IP(HS) or IT having less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012.
(6) ASTM C 595 Type IL with a minimum of a 20 percent substitution of Class F fly ash by weight, where the blend has less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012.

When fly ash or High-Reactivity Pozzolan is used to enhance sulfate resistance, it shall be used in a proportion greater than or equal to the proportion tested in accordance to ASTM C1012, shall be the same source and it shall have a calcium oxide content no more than 2.0 percent greater than the fly ash or High-Reactivity Pozzolan tested according to ASTM C 1012.

In subsection 601.05 delete the first paragraph and replace with the following:

**601.05 Proportioning.** The Contractor shall submit a Concrete Mix Design for each class of concrete being placed on the project. Concrete shall not be placed on the project before the Concrete Mix Design Report has been reviewed and approved by the Engineer. The Concrete Mix Design will be reviewed and approved following the procedures of CP 62. The Concrete Mix Design will not be approved when the laboratory trial mix data are the results from tests performed more than two years in the past or aggregate data are the results from tests performed more than two years in the past. The concrete mix design shall show the weights and sources of all ingredients including cement, pozzolan, aggregates, water, additives and the water to cementitious material ratio (w/cm). When determining the w/cm, the weight of cementitious material (cm) shall be the sum of the weights of the cement, fly ash, silica fume and High-Reactivity Pozzolan.

In subsection 601.05, delete the 12th, 13th, 14th, 15th, and 16th paragraphs and replace with the following:

The Concrete Mix Design Report shall include Certified Test Reports showing that the cement, fly ash, High-Reactivity Pozzolan and silica fume meet the specification requirements and supporting this statement with actual test results. The certification for silica fume shall state the solids content if the silica fume admixture is furnished as slurry.

For all concrete mix designs with ASTM C150 cements, up to a maximum of 20 percent Class C, 30 percent Class F or 30 percent High-Reactivity Pozzolan by weight of total cementitious material may be substituted for cement.

For all concrete mix designs with ASTM C595 Type IL cements, up to a maximum of 20 percent Class C, 30 percent Class F or 30 percent High-Reactivity Pozzolan by weight of total cementitious material may be substituted for cement.

For all concrete mix designs with ASTM C595 Type IP, IP(MS), IP(HS) or IT cements; fly ash or High-Reactivity Pozzolan shall not be substituted for cement.

For all concrete mix designs with ASTM C1157 cements, the total pozzolan content including pozzolan in cement shall not exceed 30 percent by weight of the cementitious material content.

When the Contractor’s use of fly ash or High-Reactivity Pozzolan results in delays to the project, when it is necessary to make changes in admixture quantities, the source, or the Contractor performs, the cost of such delays and corrective actions shall be borne by the Contractor.

The Contractor shall submit a new Concrete Mix Design Report meeting the above requirements when a change occurs in the source, type, or proportions of cement, fly ash, High-Reactivity Pozzolan, silica fume or aggregate. When a change occurs in the source of approved admixtures, the Contractor shall
submit a letter stamped by the Concrete Mix Design Engineer approving the changes to the existing mix
design. The change will need to be approved by the Engineer prior to use.

In subsection 601.06, second paragraph, delete (9) and replace with the following:

(9) Type, brand, and amount of cement, fly ash and High-Reactivity Pozzolan

In subsection 601.06, delete (a) and replace with the following:

(a) *Portland Cement, Fly Ash, High-Reactivity Pozzolan and Silica Fume.* These materials may be
sacked or bulk. No fraction of a sack shall be used in a batch of concrete unless the material is
weighed.

All bulk cement shall be weighed on an approved weighing device. The bulk cement weighing hopper
shall be sealed and vented to preclude dusting during operation. The discharge chute shall be so
arranged that cement will not lodge in it or leak from it.

Separate storage and handling equipment shall be provided for the fly ash, silica fume and High-
Reactivity Pozzolan. The fly ash, silica fume, and High-Reactivity Pozzolan may be weighed in the
cement hopper and discharged with the cement.

In subsection 701.01 delete and replace the second
paragraph with the following:

All concrete, including precast, prestressed and pipe shall be constructed with one of the following
hydraulic cements, unless permitted otherwise.

ASTM C 150 Type I
ASTM C 150 Type II
ASTM C 150 Type V
ASTM C 595 Type IL
ASTM C 595 Type IP
ASTM C 595 Type IP(MS)
ASTM C 595 Type IP(HS)
ASTM C 595 Type IT
ASTM C 1157 Type GU, consisting of no more than 15 percent limestone
ASTM C 1157 Type MS, consisting of no more than 15 percent limestone
ASTM C 1157 Type HS, consisting of no more than 15 percent limestone

In subsection 701.02 add the following after the first paragraph:

Blending of pozzolans according to ASTM D5370 is permitted to meet the requirements of ASTM C 618.

Add subsection 701.04 immediately following subsection 701.03 as follows:

**701.04 High-Reactivity Pozzolans.** High-Reactivity Pozzolans (HRP) shall conform to the requirements of AASHTO M321. HRPs are but not limited to metakaolin, rice hull ash, zirconium fume, ultra-fine fly ash, and fume from the production of 50 percent ferrosilicon (with SiO2 less than 85 percent).

HRPs shall meet the following optional requirement of AASHTO M321: The sulfate expansion at 14
days shall not exceed 0.045 percent
HRP shall be from a preapproved source listed on the Department’s Approved Products List. The HRP intended for use on the project shall have been tested and accepted prior to its use. Certified Test Reports showing that the HRP meets the specification requirements and supporting this statement with actual test results shall be submitted to the Engineer.

The HRP shall be subject to sampling and testing by the Department. Test results that do not meet the physical and chemical requirements may result in the suspension of the use of HRP until the corrections necessary have been taken to ensure that the material conforms to the specifications.
Sections 603, 624, 705, 707 and 712 of the Standard Specifications are hereby revised for this project as follows:

Subsection 603.07 shall include the following:

Joint systems for siphons, irrigation systems, and storm drains shall be watertight.

Subsection 603.07(c) shall include the following:

Watertight joint systems for plastic pipe shall conform to subsection 705.03.

Subsection 624.02 shall include the following material type and requirement:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
<th>Subsection</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALT2 CSP</td>
<td>Aluminized Corrugated Steel Pipe Type 2</td>
<td>707.11</td>
</tr>
<tr>
<td>Plastic</td>
<td>Polyvinyl Chloride (PVC), Polyethylene (PE), Steel Reinforced Polyethylene (SRPE) and Polypropylene (PP)</td>
<td>712.13</td>
</tr>
</tbody>
</table>

In subsection 624.02 delete the third paragraph and replace it with the following:

Connecting bands shall receive the same corrosion protection as the pipe with which they are used. Coatings conforming to the requirements of Sections 706 and 707 will be permitted as applicable. Connecting bands and pipe extensions shall be of similar metal, or of non-metallic material, to avoid galvanic corrosion.

End sections for concrete or metal pipe shall be the same material as the pipe and meet the requirements for the same class as that specified for the pipe in accordance with Table 624-1.

Plastic end sections shall not be used. When plastic pipe is to be installed with end sections, steel or concrete end sections meeting the same class as that specified for the pipe in accordance with Table 624-1 shall be used.

In subsection 624.02 delete the fourth paragraph and replace it with the following:

The Contractor may furnish any pipe material allowed in Table 624-1 for the class of pipe specified in the Contract except for storm drains. The Contractor may furnish RCP, PVC, SRPE or PP allowed in Table 624-1 for the class of pipe specified in the Contract for storm drains. The Contractor shall state at the preconstruction conference the pipe materials intended to be furnished.

In subsection 624.02 delete Table 624-1 and replace it with the following:
### TABLE 624-1
Materials Allowed for Class of Pipe

<table>
<thead>
<tr>
<th>Material Allowed**</th>
<th>Class of Pipe*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
</tr>
<tr>
<td>CSP</td>
<td>Y</td>
</tr>
<tr>
<td>ALT2 CSP</td>
<td>Y</td>
</tr>
<tr>
<td>Bit. Co. CSP</td>
<td>Y</td>
</tr>
<tr>
<td>A.F. Bo. CSP</td>
<td>Y</td>
</tr>
<tr>
<td>CAP</td>
<td>Y</td>
</tr>
<tr>
<td>PCSP - both sides</td>
<td>Y</td>
</tr>
<tr>
<td>PVC^6</td>
<td>Y</td>
</tr>
<tr>
<td>PE^6</td>
<td>Y</td>
</tr>
<tr>
<td>PP^6</td>
<td>Y</td>
</tr>
<tr>
<td>SRPE</td>
<td>Y</td>
</tr>
<tr>
<td>RCP (SP0)^3,5</td>
<td>Y</td>
</tr>
<tr>
<td>RCP (SP1)^3,5</td>
<td>Y</td>
</tr>
<tr>
<td>RCP (SP2)^3,5</td>
<td>Y</td>
</tr>
<tr>
<td>RCP (SP3)^3,5</td>
<td>Y</td>
</tr>
</tbody>
</table>

* As determined by the Department in accordance with the CDOT Pipe Selection Guide. Determination is based on abrasion and corrosion resistance.

** Y=Yes; N=No.

1 Coated Steel Structural Plate Pipe of equal or greater diameter, conforming to Section 510, may be substituted for Bit. Co. CSP at no additional cost to the project.

2 Aluminum Alloy Structural Plate Pipe of equal or greater diameter, conforming to Section 510, may be substituted for CAP at no additional cost to the project.

3 SP= Class of Sulfate Protection required in accordance with subsection 601.04 as revised for this project. RCP shall be manufactured using the cementitious material required to meet the SP class specified.

4 For pipe classes 6 and 10, the RCP shall be coated in accordance with subsection 706.07 when the pH of either the soil or water is less than 5. The Contract will specify when RCP is to be coated.

5 Concrete shall have a compressive strength of 4500 psi or greater.

6 In accordance with subsection 712.13.

Subsection 624.03 shall include the following:

Joint systems for siphons, irrigation systems, and storm drains shall be watertight. Watertight joint systems for plastic pipe shall conform to subsection 705.03.

Installation for Aluminized Corrugated Steel Pipe Type 2 shall conform to all requirements for Corrugated Steel Pipe (CSP) including the fill height tables and requirements in Standard Plan M-603-1.

Subsection 705.03 shall include the following:

Watertight joint systems for plastic pipe shall be in accordance with ASTM D3212.
Add subsection 707.11 as follows:

**707.11 Aluminized Corrugated Steel Pipe Type 2.** Aluminized Corrugated Steel Pipe Type 2 shall conform to the requirements of AASHTO M 274.

In subsection 712.13 (b), delete (1) and (2) and replace with the following:

(1) AASHTO M 304 (Profile) for nominal pipe sizes of 4 to 36 inches.
(2) ASTM F794 (Profile) for nominal pipe sizes 4 to 36 inches with 46 psi minimum pipe stiffness

Add subsection 712.13 and (c) and (d) as follows:

(c) *Polypropylene (PP) Pipe.*

AASHTO M330 for nominal pipe sizes of 12 to 60 inches with the following exceptions: Type S and Type SP are acceptable (Type C, Type CP and Type D will not be accepted). The Contractor shall provide a polypropylene (PP) pipe product that is prequalified under the AASHTO National Transportation Product Evaluation Program (NTPEP). Only products from suppliers whose manufacturing plant and PP pipe products comply with this specification shall be placed by the Contractor. The current list of plants and PP pipe products that meet these requirements is located at: www.ntpep.org. The Contractor shall use plants listed as compliant and a size listed in the NTPEP reports on PP Thermoplastic Pipe. Every Certificate of Compliance (COC) on each diameter PP pipe product delivered to the project shall include a statement that the product has been manufactured at a NTPEP inspected plant, has been tested by NTPEP, has a NTPEP product number, and is currently on the NTPEP website. The COC shall confirm that the supplied pipe meets the applicable specification limits in subsection 712.13. Manufacturers shall remain acceptable to CDOT as long as the results of verification samples and performance in the field are satisfactory. Any changes in the PP pipe formulation will require re-submittal for prequalification testing by NTPEP.

(d) *Steel Reinforced Polyethylene (SRPE).* SRPE pipe shall be AASHTO MP 20 ribbed pipe for nominal pipe sizes 12 to 60 inches with the following exceptions:

(1) Nominal pipe sizes 30 to 60 inches are acceptable; nominal pipe sizes 12 to 27 inches will not be accepted.
REVISION OF SECTION 612
DELINEATORS

Section 612 of the Standard Specifications is hereby revised for this project as follows:

In subsection 612.02(a) 1, delete the last sentence, and replace with the following:

Posts shall conform to the requirements shown on the plans, and reflectors shall conform to the requirements in subsections 713.07 and 713.10.

In subsection 612.02(a) 2.B, delete the first paragraph, and replace with the following:

B. Base Anchoring. The posts shall be designed to facilitate a permanent installation that resists overturning, twisting, and displacement from wind and impact forces. It shall have an anchoring depth of 18 to 24 inches. Actual depth shall be as recommended by the manufacturer. If soil conditions prohibit anchoring depth to less than 18 inches, installation shall be in accordance with manufacturer’s recommendations.
REVISION OF SECTION 630
RETROREFLECTIVE SIGN SHEETING

Section 630 of the Standard Specifications is hereby revised for this project as follows:

In subsection 630.02, delete the sixth and seventh paragraphs, including Table 630-1, and replace them with the following:

Retroreflective sheeting for all signs requiring an orange background shall be Type VI or Type Fluorescent.

Retroreflective sheeting for all signs requiring a yellow background shall be Type Fluorescent.

Table 630-1
Retroreflective Sheeting Types

<table>
<thead>
<tr>
<th>Sheeting</th>
<th>Type IV</th>
<th>Type VI (Roll-up sign material)</th>
<th>Type Fluorescent¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application</td>
<td>Work Zone</td>
<td>Work Zone</td>
<td>Work Zone</td>
</tr>
<tr>
<td>All Orange Construction Signs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Orange Construction Signs that are used only during daytime hours for short term or mobile operations</td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Barricades (Temporary)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vertical Panels</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Flaggers Stop/Slow Paddle</td>
<td>X</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>Drums²</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-orange Fixed Support signs with prefix “W”</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Warning Signs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STOP sign (R1-1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YIELD sign (R1-2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WRONG WAY sign (R5-1a)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DO NOT ENTER sign (R5-1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXIT sign (E5-1a)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DETOUR sign (M4-9) or (M4-10)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All other fixed support signs³</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All other signs used only during working hours</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All other signs that are used only during daytime</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
hours for short term or mobile operations

1. Fluorescent Sheeting shall be of a brand that is on the CDOT Approved Products List.
2. Drum Sheeting shall be manufactured for flexible devices.
3. Fixed support signs are defined as all signs that must remain in use outside of working hours. They shall be mounted in accordance with Standard Plan S-630-1.
4. RS 24 only.
5. White only.
Section 703 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 703.04 and replace with the following:

**703.04 Aggregates for Hot Mix Asphalt.** Aggregates for hot mix asphalt (HMA) shall be of uniform quality, composed of clean, hard, durable particles of crushed stone, crushed gravel, natural gravel, or crushed slag. Excess of fine material shall be wasted before crushing. A percentage of the aggregate retained on the 4.75 mm (No. 4) sieve for Gradings S, SX and SG—and on the 2.36 mm (No. 8) sieve for Gradings SF and ST—shall have at least two mechanically induced fractured faces when tested in accordance with Colorado Procedure 45. This percentage will be specified in Table 403-1, as revised for the project in Section 403. The angularity of the fine aggregate shall be a minimum of 45.0 percent when determined according to AASHTO T 304. Grading SF mixes, when determined by RME, may not require fine aggregate angularity of 45.0 percent. Aggregate samples representing each aggregate stockpile shall be non-plastic if the percent of aggregate passing the 2.36 mm (No. 8) sieve is greater than or equal to 10 percent by weight of the individual aggregate sample. Plasticity will be determined in accordance with AASHTO T 90. The material shall not contain clay balls, vegetable matter, or other deleterious substances.

The aggregate for Gradings ST, S, SX and SG shall have a percentage of wear of 45 or less when tested in accordance with AASHTO T 96.

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent by Weight Passing Square Mesh Sieves</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Grading SF**</td>
</tr>
<tr>
<td>37.5 mm (1½&quot;)</td>
<td></td>
</tr>
<tr>
<td>25.0 mm (1&quot;)</td>
<td></td>
</tr>
<tr>
<td>19.0 mm (¾&quot;)</td>
<td></td>
</tr>
<tr>
<td>12.5 mm (½&quot;)</td>
<td></td>
</tr>
<tr>
<td>9.5 mm (⅜&quot;)</td>
<td>100</td>
</tr>
<tr>
<td>4.75 mm (#4)</td>
<td>90 – 100</td>
</tr>
<tr>
<td>2.36 mm (#8)</td>
<td>*</td>
</tr>
<tr>
<td>1.18 mm (#16)</td>
<td>30 – 54</td>
</tr>
<tr>
<td>600 µm (#30)</td>
<td>*</td>
</tr>
<tr>
<td>300 µm (#50)</td>
<td>*</td>
</tr>
<tr>
<td>150 µm (#100)</td>
<td></td>
</tr>
<tr>
<td>75 µm (#200)</td>
<td>2 – 12</td>
</tr>
</tbody>
</table>

* These additional Form 43 Specification Screens will initially be established using values from the As Used Gradation shown on the Design Mix.

**SF applications are limited and the CDOT Pavement Design Manual should be referenced, prior to use.**
Aggregates for stone matrix asphalt (SMA) shall be of uniform quality, composed of clean, hard, durable particles of crushed stone, crushed gravel, or crushed slag. A minimum of 90 percent of the particles retained on the 4.75 mm (No. 4) sieve shall have at least two mechanically induced fractured faces when tested in accordance with Colorado Procedure 45. The particles passing the 4.75 mm (No. 4) sieve shall be the product of crushing rock larger than 12.5 mm (½ inch) and shall be non-plastic when tested in accordance with AASHTO T 90.

Additionally, each source of aggregate for SMA shall meet the following requirements:

(1) No more than 30 percent when tested in accordance with AASHTO T 96 Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
(2) No more than 12 percent when tested in accordance with AASHTO T 104 Soundness of Aggregate by Use of Sodium Sulfate.

The aggregate for Hot Mix Asphalt (HMA) shall meet the requirements of Table 703-4A when tested in accordance with CP-L 4211 Resistance of Coarse Aggregate to Degradation by Abrasion in the Micro-Deval Apparatus. The Contractor shall be assessed a price reduction of $1000 for each production sample of the combined aggregate with a value greater than 20 according to CP-L 4211.

**Table 703-4A**

<table>
<thead>
<tr>
<th>AGGREGATE DEGRADATION BY ABRASION IN THE MICRO-DEVAL CP-L 4211</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Aggregate (Mix Design)</td>
</tr>
<tr>
<td>Combined Aggregate (1/10,000 tons, or fraction thereof during production)</td>
</tr>
</tbody>
</table>
REVISION OF SECTION 703
AGGREGATE FOR BASES
(WITHOUT RAP)

Section 703 of the Standard Specifications is hereby revised for this project as follows:

In subsection 703.03, delete the first paragraph and replace with the following:

703.03 Aggregate for Bases. Aggregates for bases except Aggregate Base Course (RAP) shall be crushed stone, crushed slag, crushed gravel, natural gravel, or crushed reclaimed concrete. Aggregate Base Course (RAP) shall be 100 percent crushed recycled asphalt pavement material. All materials except Aggregate Base Course (RAP) shall conform to the quality requirements of AASHTO M 147 except that the requirements for the ratio of minus 75 µm (No. 200) sieve fraction to the minus 425 µm (No. 40) sieve fraction, stated in 3.2.2 of AASHTO M 147, shall not apply.

The requirements for the Los Angeles wear test (AASHTO T 96 & ASTM C535) shall not apply to Class 1, 2, and 3. Aggregates for bases shall meet the grading requirements of Table 703-3 for the class specified for the project, unless otherwise specified.
REVISION OF SECTION 703
CONCRETE AGGREGATES

Section 703 of the Standard Specifications is hereby revised for this project as follows:

Delete the second paragraph of subsection 703.00 and Table 703-1.

Delete subsections 703.01 and 703.02 and replace with the following:

703.01 Fine Aggregate for Concrete. Fine aggregate for concrete shall conform to the requirements of AASHTO M 6, Class A. The minimum sand equivalent, as tested in accordance with Colorado Procedure 37 shall be 80 unless otherwise specified. The fineness modulus, as determined by AASHTO T 27, shall not be less than 2.50 or greater than 3.50 unless otherwise approved.

703.02 Coarse Aggregate for Concrete. Coarse aggregate for concrete shall conform to the requirements of AASHTO M 80, Class A aggregates, except that the percentage of wear shall not exceed 45 when tested in accordance with AASHTO T 96.
Section 712 of the Standard Specifications is hereby revised for this project as follows:

In subsection 712.08, delete the third and fourth paragraphs and replace with the following:

Physical requirements for all geotextiles shall conform to the requirements of AASHTO M-288. Materials shall be selected from the New York Department of Transportation’s Approved Products List of Geosynthetic materials that meet the National Transportation Product Evaluation Program (NTPEP) and AASHTO M-288 testing requirements. The current list of products that meet these requirements is located at:

www.dot.ny.gov

The Geotextile Approved Products List may be accessed by clicking on the following tabs once on the NYDOT site to:

(1) A To Z Site Index
(2) Approved List
(3) Approved Products
(4) Materials and Equipment
(5) Geosynthetics for Highway Construction
(6) Geotextiles

In subsection 712.08, delete Table 712-2 and replace with the following
<table>
<thead>
<tr>
<th>Turbulent Flow</th>
<th>Particle Size Range Millimeters (inches)</th>
<th>Effective Size D 20 mm (inches)</th>
<th>Permeability Coefficient k cm/s</th>
</tr>
</thead>
<tbody>
<tr>
<td>Derrick STONE</td>
<td>3000 (120) 900 (36)</td>
<td>1200 (48)</td>
<td>100</td>
</tr>
<tr>
<td>One-man STONE</td>
<td>300 (12) 100 (4)</td>
<td>150 (6)</td>
<td>30</td>
</tr>
<tr>
<td>Clean, fine to coarse GRAVEL</td>
<td>80 (3) 10 (¼)</td>
<td>13 (½)</td>
<td>10</td>
</tr>
<tr>
<td>Fine, uniform GRAVEL</td>
<td>8 (%) 1.5 (⅛)</td>
<td>3 (%)</td>
<td>5</td>
</tr>
<tr>
<td>Very coarse, clean, uniform SAND</td>
<td>3 (%) 0.8 (⅜)</td>
<td>1.5 (⅛)</td>
<td>3</td>
</tr>
<tr>
<td>Laminar Flow</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Uniform, coarse SAND</td>
<td>2 (%) 0.5 (⅛)</td>
<td>0.6</td>
<td>0.4</td>
</tr>
<tr>
<td>Uniform, medium SAND</td>
<td>0.5 0.25</td>
<td>0.3</td>
<td>0.1</td>
</tr>
<tr>
<td>Clean, well-graded SAND &amp; GRAVEL</td>
<td>10 0.05</td>
<td>0.1</td>
<td>0.01</td>
</tr>
<tr>
<td>Uniform, fine SAND</td>
<td>0.25 0.05</td>
<td>0.06</td>
<td>40 x 10^-4</td>
</tr>
<tr>
<td>Well-graded, silty SAND &amp; GRAVEL</td>
<td>5 0.01</td>
<td>0.02</td>
<td>4 x 10^-4</td>
</tr>
<tr>
<td>Silty SAND</td>
<td>2 0.005</td>
<td>0.01</td>
<td>1.0 x 10^-4</td>
</tr>
<tr>
<td>Uniform SILT</td>
<td>0.05 0.005</td>
<td>0.006</td>
<td>0.5 x 10^-4</td>
</tr>
<tr>
<td>Sandy CLAY</td>
<td>1.0 0.001</td>
<td>0.002</td>
<td>0.05 x 10^-4</td>
</tr>
<tr>
<td>Silty CLAY</td>
<td>0.05 0.001</td>
<td>0.0015</td>
<td>0.01 x 10^-4</td>
</tr>
<tr>
<td>CLAY (30% to 50% clay sizes)</td>
<td>0.05 0.0005</td>
<td>0.0008</td>
<td>0.001 x 10^-4</td>
</tr>
<tr>
<td>Colloidal CLAY (-2 μm 50%)</td>
<td>0.01 10</td>
<td>40</td>
<td>10^-9</td>
</tr>
</tbody>
</table>


Note: Since the permeability coefficient of the soil will be unknown in most non-critical, non-severe applications for erosion control and drainage, the soil-permeability coefficients listed in Table 712-2 may be used as a guide for comparing the permeability coefficient of the fabric with that of the in-place soil.
REVISION OF SECTION 712
WATER FOR MIXING OR CURING CONCRETE

Section 712 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 712.01 and replace it with the following:

712.01 Water. Water used in mixing or curing concrete shall be reasonably clean and free of oil, salt, acid, alkali, sugar, vegetation, or other substance injurious to the finished product. Concrete mixing water shall meet the requirements of ASTM C1602. The Contractor shall perform and submit tests to the Engineer at the frequencies listed in ASTM C1602. Potable water may be used without testing. Where the source of water is relatively shallow, the intake shall be so enclosed as to exclude silt, mud, grass, and other foreign materials.
Section 713 of the Standard Specifications is hereby revised for this project as follows:

In subsection 713.10(a) 1., delete A. and replace with the following:

A. Delineator and Median Barrier Reflectors. The specific intensity of each delineator and median barrier reflector shall be at least equal to the following minimum values when tested in accordance with AASHTO T 257, with an observation angle of 0.1 degrees.

<table>
<thead>
<tr>
<th>Entrance Angle Degrees</th>
<th>Specific Intensity Candlepower per Foot-Candle</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Crystal</td>
</tr>
<tr>
<td>0</td>
<td>115</td>
</tr>
<tr>
<td>20</td>
<td>45</td>
</tr>
</tbody>
</table>
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

A. AFFIRMATIVE ACTION REQUIREMENTS

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)


2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area are as follows:

<table>
<thead>
<tr>
<th>Economic Area</th>
<th>Standard Metropolitan Statistical Area (SMSA)</th>
<th>Counties Involved</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>157 (Denver)</td>
<td>2080 Denver-Boulder</td>
<td>Adams, Arapahoe, Boulder, Denver, Douglas, Gilpin, Jefferson</td>
<td>13.8%</td>
</tr>
<tr>
<td></td>
<td>2670 Fort Collins</td>
<td>Larimer</td>
<td>6.9%</td>
</tr>
<tr>
<td></td>
<td>3060 Greeley</td>
<td>Weld</td>
<td>13.1%</td>
</tr>
<tr>
<td>Non SMSA Counties</td>
<td>Cheyenne, Clear Creek, Elbert, Grand, Kit Carson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington &amp; Yuma</td>
<td>12.8%</td>
<td></td>
</tr>
<tr>
<td>158 (Colo. Spgs. - Pueblo)</td>
<td>1720 Colorado Springs</td>
<td>El Paso, Teller</td>
<td>10.9%</td>
</tr>
<tr>
<td></td>
<td>6560 Pueblo</td>
<td>Pueblo</td>
<td>27.5%</td>
</tr>
<tr>
<td>Non SMSA Counties</td>
<td>Alamosa, Baca, Bent, Chaffee, Conejos, Costilla, Crowley, Custer, Fremont, Huerfano, Kiowa, Lake, Las Animas, Lincoln, Mineral, Otero, Prowers, Rio Grande, Saguache</td>
<td>19.0%</td>
<td></td>
</tr>
<tr>
<td>159 (Grand Junction)</td>
<td>Non SMSA</td>
<td>Archuleta, Delta, Dolores, Eagle, Garfield, Gunnison, Hinsdale, La Plata, Mesa, Moffat, Montezuma, Montrose, Ouray, Pitkin, Rio Blanco, Routt, San Juan, San Miguel</td>
<td>10.2%</td>
</tr>
<tr>
<td>156 (Cheyenne - Casper WY)</td>
<td>Non SMSA</td>
<td>Jackson County, Colorado</td>
<td>7.5%</td>
</tr>
</tbody>
</table>

GOALS AND TIMETABLES FOR FEMALE UTILIZATION

Until Further Notice ......................................................................................................................6.9% -- Statewide
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Par 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this specification, and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the Invitation for Bids and on the plans. In cases where the work is in two or more counties covered by differing percentage goals, the highest percentage will govern.
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B. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these Specifications:
   a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
   b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   d. “Minority” includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractor toward a goal in an approved Plan does not excuse any covered Contractor’s or Subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance Programs Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
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5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor’s obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor’s compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor’s employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and maintain a record of the organization’s responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when he Contractor has other information that the union referral process has impeded the Contractor’s efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor’s employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor’s EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
g. Review, at least annually, the Contractor’s EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor’s EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor’s recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor’s workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor’s obligations under these specifications are being carried out.

n. Ensure that all facilities and Contractor’s activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor’s adherence to and performance under the Contractor’s EEO policies and affirmative action obligation.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goal and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even thought the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13 The Contractor in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
C. **SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES.**

1. **General.**

   a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract. Provisions (Form FHWA 1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract provisions.

   b. The Contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

   c. The Contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. **Equal Employment Opportunity Policy.** The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program;

   It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include; employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. **Equal Employment Opportunity Officer.** The Contractor will designate and make known to the State highway agency contracting officers and equal employment opportunity officer (herein referred to as the EEO Officer) who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. **Dissemination of Policy.**

   a. All members of the Contractor’s staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor’s equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum;

      (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor’s equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
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(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Contractor’s equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor’s procedures for locating and hiring minority group employees.

b. In order to make the Contractor’s equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

(1) Notices and posters setting forth the Contractor’s equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The Contractor’s equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment.

a. When advertising for employees, the Contractor will include in all advertisements for employees the notation; “An Equal Opportunity Employer.” All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor’s compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

‘6. Personnel Actions. Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed;

a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
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b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of his avenues of appeal.

7. Training and Promotion.

a. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Contractor’s work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions. If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women with the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or thorough a contractor’s association acting as agent will include the procedures set forth below:

a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.
d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within he time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the State highway agency.

9. **Subcontracting.**

a. The Contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.

b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. **Records and Reports.**

a. The Contractor will keep such records as are necessary to determine compliance with the Contractor’s equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate:

   (1) The number of minority and nonminority group members and women employed in each work classification on the project.

   (2) The Progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).

   (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

   (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.

c. The Contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391.
1. Overview

The Disadvantaged Business Enterprise (DBE) Program is a federally-mandated program that seeks to ensure non-discrimination in the award of U.S. Department of Transportation (DOT)-assisted contracts and to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts. To such end, CDOT sets a contract goal for DBE participation for each DOT-assisted Contract.

In order to be awarded the Contract, the bidder shall show that it has committed to DBE participation sufficient to meet the goal or has otherwise made good faith efforts to do so. CDOT will amend the goal prior to award if the lowest apparent bidder demonstrates that good faith efforts were made but sufficient commitments to meet the goal could not be obtained.

CDOT will monitor the progress of the Contractor throughout the project to ensure that the Contractor’s DBE commitments are being fulfilled. Modifications to the commitments must be approved by CDOT. CDOT may withhold payment or seek other contractual remedies if the Contractor is not complying with the requirements of this special provision. Upon completion of the Contract, CDOT may reduce the final payment to the Contractor if the Contractor has failed to fulfill the commitments or made good faith efforts to meet the contract goal.

For general assistance regarding the DBE program and compliance, contact CDOT’s Civil Rights and Business Resource Center (CRBRC) at (303)757-9234. For project specific issues, contact the Engineer.

All forms referenced herein can be found on the CDOT website in the forms library:

http://www.coloradodot.info/library/forms/cdot-forms-by-number

2. Contract Assurance

By submitting a proposal for this Contract, the bidder agrees to the following assurance and shall include it verbatim in all (including non-DBE) subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CDOT deems appropriate.

3. Definitions

Terms not defined herein shall have the meaning provided in the CDOT Standard Specifications for Road and Bridge Construction.

A. Commitment. A commitment is a portion of the Contract, identified by dollar amount and work area, designated by the bidder or Contractor for participation by a particular DBE. Commitments are submitted to CDOT via Form 1414, Anticipated DBE Participation Plan, or via Form 1420, DBE Plan Modification Request. Once approved, commitments are obligations of the Contract that are enforceable by CDOT.

B. Commercially Useful Function (CUF). Responsibility for the execution of the work and carrying out such responsibilities by actually performing, managing and supervising the work as further described in Section 8 below.

C. Contract Goal. The percentage of the contract designated by CDOT for DBE participation. The contract goal for this contract is provided in the Project Special Provision Disadvantaged Business Enterprise Contract Goal.
(1) The bidder/Contractor shall make good faith efforts to fulfill the contract goal with eligible DBE participation. For determining whether the contract goal was met prior to award, the contract goal shall be based upon the proposal amount excluding force account items. For determining whether the contract goal was met during and upon completion of the project, the contract goal shall be based upon the total earnings amount.

(2) If the lowest apparent bidder demonstrates that it was unable to meet the contract goal but made good faith efforts to do so, the contract goal will be amended and the revised contract goal will be provided on Form 1417, Approved DBE Participation Plan.


E. DBE Program Manual. The manual maintained by the CRBRC which details CDOT’s policies and procedures for administering the DBE program. A copy of the DBE Program Manual is available on the CRBRC webpage.

F. Eligible Participation. Work by a DBE that counts toward fulfillment of the contract goal as described in Section 4 below.

G. Good Faith Efforts. All necessary and reasonable steps to achieve the contract goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if not fully successful. Good faith efforts are evaluated prior to award and throughout performance of the Contract. For guidance on good faith efforts, see 49 CFR Part 26, Appendix A.

H. Joint Check. A check issued by the Contractor or one of its subcontractors to a DBE firm and a material supplier or other third party for materials or services to be incorporated into the work.

I. Reduction. A reduction occurs when the Contractor reduces a commitment to a DBE. A reduction constitutes a partial termination.

J. Subcontractor. An individual, firm, corporation or other legal entity to whom the Contractor sublets part of the Contract. For purposes of this special provision, the term subcontractor includes suppliers.

K. Substitution. Substitution occurs when a Contractor seeks to find another DBE to perform work on the contract as a result of a reduction or termination.

L. Termination. A termination occurs when a Contractor no longer intends to use a DBE for fulfillment of a commitment.

M. Total Earnings Amount: Amount of the Contract earned by the Contractor, including approved changes and approved force account work performed, but not including any deductions for liquidated damages, price reduced material, work time violations, overweight loads or liens. The amount of the Contract earned does not include plan force account items (i.e. OJT, pavement incentives, etc).

N. Work Code. A code to identify the work that a DBE is certified to perform. A work code includes a six digit North American Industry Classifications System code plus a descriptor. Work codes are listed on a firm’s profile on the UCP DBE Directory. The Contractor may contact the CRBRC to receive guidance on whether a work code covers the work to be performed.
4. Eligible Participation

The following rules will be used to determine whether work performed by a DBE qualifies as eligible participation on the Contract:

A. Work Must be Identified in Commitment. The work performed by the DBE must be reasonably construed to be included in the work area and work code identified by the Contractor in the approved commitment.

   (1) If the Contractor intends to use a DBE for work that was not listed in the commitment, the Contractor shall submit Form 1420, DBE Participation Plan Modification for approval of the modification. Unapproved work will not count toward the contract goal.

   (2) A DBE commitment cannot be modified to include work for which the DBE was not certified at the time of the approval of the original commitment.

B. DBE Must be Certified to Perform the Work. The DBE must be certified to perform the work upon submission of the commitment and upon execution of the DBE’s subcontract.

   (1) When a commitment has been made, but upon review of Form 205 or 205B, Sublet Permit, CDOT determines that the DBE is no longer certified in the work code which covers the work to be performed, the Contractor may not use the DBE’s participation toward the contract goal. The Contractor shall terminate the DBE commitment and seek substitute DBE participation in accordance with Section 9 below.

   (2) A DBE’s work will continue to count as eligible participation if the DBE was certified upon approval of Form 205 or 205B, Sublet Permit and the certification status changes during the performance of the work.

   (3) Suppliers must be certified upon execution of the purchase order.

C. DBE Performs the Work. Eligible participation will only include work actually performed by the DBE with its own forces.

   (1) Work performed by the DBE includes the cost of supplies and materials obtained by the DBE for its work on the Contract, including any equipment leased by the DBE, provided that such supplies or equipment are not purchased or leased from the Contractor or a subcontractor that is subletting to the DBE.

   (2) If CDOT determines that a DBE has not performed a CUF on the project, no participation by such DBE shall count toward the contract goal.

D. DBE Subcontracts to Another Firm. When a DBE subcontracts part of the work, the value of the subcontracted work may only be counted toward the goal if the subcontractor is a DBE. Performance by non-DBE subcontractors, including non-DBE trucking firms and owner-operators, shall be deducted from the DBE’s participation.

E. DBE Received Payment for the Work. Eligible participation only includes work for which the DBE has received payment, including the release of its retainage.

F. Special Calculations for Suppliers. When a DBE supplies goods on a project, the DBE may be classified as a manufacturer, dealer or broker. The DBE’s status as a manufacturer, dealer or broker is determined on a contract-by-contract basis and is based upon the actual work performed.

   (1) When a DBE is deemed to be acting as a manufacturer, one hundred percent of the commitment will count as eligible participation.

   (2) When a DBE is deemed to be acting as a regular dealer (i.e. non-manufacturer supplier), only
sixty percent of the commitment will count as eligible participation.

(3) When a DBE is deemed to be acting as a broker, only the reasonable brokerage fee will count as eligible participation.

G. *Reasonable Fee for Contract-Specific Services.* Services shall count toward the contract goal only if they are specifically required for the performance of the Contract. Non-contract specific expenses may not be counted toward the contract goal. Fees for services must be reasonable. Services include but are not limited to professional services, public involvement, etc. In the case of temporary employment placement agencies, only the placement fee for an individual to be specifically and exclusively used for work on the contract shall count as eligible participation.

H. *Pre-Approval for Joint Venture Participation.* When a DBE is a participant in a joint venture, the DBE must apply to CDOT to determine how much of the work performed by the joint venture will count toward the contract goal. The DBE shall complete Form 893, Information for Determining DBE Participation when a Joint Venture Includes a DBE. Form 893 shall be submitted to CDOT no less than ten days before the submission of the Proposal to ensure sufficient time for review.

5. *Proposal Requirements*

In order to be eligible for award, the following shall be submitted with the proposal, or, for electronic bidders, via email to cdot_hq_dbeforms@state.co.us by the proposal submission deadline. In order to avoid an error within the electronic bidding system, electronic bidders shall also enter the total percentage of anticipated eligible DBE participation into the Form 714 and electronically sign the form.

A. *Form 1413, Bidders List.* The bidder shall list each subcontractor (including both DBE and non-DBE subcontractors) that submitted a quote for participation on the project. Failure to submit a signed Form 1413 will result in rejection of the proposal.

B. *Form 1414, Anticipated DBE Participation Plan.* If the Contract Goal is greater than zero, the bidder shall submit Form 1414 to document anticipated DBE participation.

   (1) If the Bidder has not obtained any DBE commitments, it shall still submit Form 1414 documenting zero anticipated participation. If the Contract Goal is greater than zero, failure to submit a signed Form 1414 shall result in rejection of the proposal.

   (2) The bidder shall list the DBE, work area(s), commitment amount and estimated eligible participation for each commitment. Once Form 1414 is submitted, a commitment may only be terminated or reduced in accordance with Section 9 below. The bidder is responsible for ensuring that commitments, and the estimated eligible participation resulting therefrom, have been properly calculated prior to submitting its proposal.

   (3) If the bidder is a DBE, the bidder must include itself in Form 1414 and list the work area(s) and amount that it intends to self-perform and count as eligible participation on the contract.

   (4) Commitments may be made to second tier or lower DBE subcontractors; however, the Contractor is ultimately responsible for the fulfillment of the commitment and shall sign the Form 1415, Commitment Confirmation.

6. *Additional Forms Due Prior to Award.*

If the contract goal is greater than zero, or if the bidder has voluntarily made commitments, the Bidder shall submit the following forms within five calendar days of selection as the lowest apparent bidder:

A. *Form 1415, Commitment Confirmation.* A Form 1415, Commitment Confirmation shall be obtained from each DBE listed on Form 1414. The bidder shall complete Section 1 and the DBE shall complete Section 2 of Form 1415. Form 1415s shall be consistent with the commitments listed on Form 1414. The
The bidder shall not modify commitments listed on Form 1414 without good cause and approval from CDOT. The bidder shall contact CDOT if any issues arise which may require the bidder to alter or terminate a commitment.

B. Form 1416, Good Faith Effort Report. If the total eligible participation listed on Form 1414 does not meet the contract goal, the lowest apparent bidder shall also submit Form 1416, Good Faith Effort Report and any supporting documentation that the bidder would like considered by CDOT as evidence of good faith efforts.

7. Commitment and Good Faith Effort Review

A. Commitment Review. CDOT will evaluate the Form 1414 and each Form 1415 to ensure that it the commitment is valid and has been properly calculated. CDOT may investigate or request additional information in order to confirm the accuracy of a commitment. If CDOT determines that the total estimated eligible participation of the commitments does not meet the contract goal, within two business days of notice from CDOT or within the original five calendar day deadline, whichever is later, the bidder shall submit Form 1416 to CDOT.

B. Good Faith Effort Review. If the total eligible participation of Form 1414 and all supporting Form 1415s does not meet the contract goal, CDOT will review Form 1416 and all supporting documentation submitted by the bidder in order to determine whether the bidder has demonstrated good faith efforts to obtain DBE participation. CDOT will use 49 CFR Part 26, Appendix A as a guide for determining whether the bidder made good faith efforts to meet the contract goal. A bidder will be deemed to not have made good faith efforts if the bidder lists a DBE for a work area for which the DBE is not certified and the bidder cannot establish a reasonable basis for its determination. CDOT may consider and approve commitments made after submission of the bid if the Bidder demonstrates that (1) good faith efforts were made prior to submission of the bid and (2) there is a reasonable justification for not obtaining the commitments prior to submission of the bid.

C. Administrative Reconsideration. If CDOT determines that the bidder did not demonstrate good faith efforts to meet the contract goal, it will provide the bidder with written notice of its determination and an opportunity to appeal. The process for reconsideration is set forth in the Good Faith Effort Appeal Process, which is an Appendix I to the DBE Program Manual. A copy of the Good Faith Effort Appeal Process will be included in the written notice from CDOT.

D. Form 1417, Approved DBE Participation Plan. If CDOT determines that the bidder has met the contract goal or made good faith efforts to do so, CDOT will issue Form 1417, Approved DBE Participation Plan, documenting the approved commitments. If CDOT determines that the bidder did not meet the contract goal but made good faith efforts to do so, via the Form 1417 CDOT will amend the contract goal in accordance with the commitments that were obtained and attach an explanation of its determination.

8. Ongoing Oversight of DBE Participation

A. Consistency Review. CDOT will review Form 205 or 205B, Sublet Permit Application to determine whether the work being sublet is consistent with the DBE commitments. CDOT may withhold approval of the sublet or stop performance of the work if the Contractor has reduced, terminated, or otherwise modified the type or amount of work to be performed by a DBE without seeking prior approval.

B. Form 1419, DBE Participation Report. The Contractor shall submit Form 1419, DBE Participation Report to the Engineer on a quarterly basis (January 15, April 15, July 15, and October 15) and upon completion of the Contract. CDOT may withhold progress payments if the quarterly Form 1419 is not received on time. CDOT will not provide final payment on the Contract in accordance with subsection 109.09 of CDOT’s Standard Specifications for Road and Bridge Construction until the final Form 1419 has been reviewed and approved.

C. Joint Checks. All joint checks must be approved by CDOT before they are used in payment to a DBE. Joint checks used in payments to DBEs will be monitored closely to ensure (1) the DBE is performing a
CUF and (2) the joint checks are not being used in a discriminatory manner. The Contractor shall request approval for the use of a joint check in a written letter signed by the DBE and the Contractor, stating the reason for the joint checks and the approximate number of checks that will be needed.

D. **Commercially Useful Function.** CDOT will monitor performance during the Contract to ensure each DBE is performing a CUF. If CDOT determines that a DBE is not performing a CUF, no work performed by such DBE shall count as eligible participation. The DBE, Contractor, and any other involved third parties may also be subject to additional enforcement actions.

   (1) When determining whether a DBE is performing a CUF, CDOT will consider the amount of work subcontracted, industry practices, the amount the firm is to be paid compared to the work performed and eligible participation claimed, and any other relevant factors.

   (2) With respect to material and supplies used on the Contract, in order to perform a CUF the DBE must be responsible for negotiating price, determining quality and quantity, ordering the material, installing the material, if applicable, and paying for the material itself.

   (3) With respect to trucking, in order to perform a CUF, the DBE trucking firm must own and operate at least one fully licensed, insured and operational truck used on the Contract. Additionally, the DBE trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the Contract.

   (4) A DBE does not perform a CUF when its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation. CDOT will evaluate similar transactions involving non-DBEs in order to determine whether a DBE is an extra participant.

   (5) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved, CDOT will presume that the DBE is not performing a CUF. The DBE may present evidence to rebut this presumption.

   (6) If the Contractor disagrees with CDOT’s determination regarding CUF, in accordance with 49 CFR 26.55 the Contractor may seek review of the determination by the applicable USDOT operating administration, however, CUF determination is not subject to administrative appeal.

9. **DBE Participation Plan Modifications**

   A. **Form 1420, DBE Participation Plan Modification Request.** During the performance of the Contract, the Contractor shall use Form 1420, DBE Participation Plan Modification Request to communicate all requests for termination, reduction, substitution, and waivers to CDOT. One Form 1420 may include multiple requests and must be submitted at the time of the occurrence or, if that is not possible, within a reasonable time of the occurrence requiring termination, reduction, substitution or waiver.

   B. **Commitment Terminations and Reductions.** No commitment shall be terminated or reduced without CDOT’s approval. Terminations and reductions include, but are not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces, those of an affiliate, a non-DBE firm or with another DBE firm. In order to receive approval, the Contractor shall:

      (1) Have good cause for termination or reduction. Good cause may include:

      (i) the DBE fails or refuses to execute a written contract;
(ii) the DBE fails or refuses to perform the work of its subcontract consistent with normal industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Contractor or one of its subcontractors;

(iii) the DBE fails to meet reasonable, nondiscriminatory bond requirements;

(iv) the DBE becomes bankrupt, insolvent, or exhibits credit unworthiness;

(v) the DBE is ineligible to work because of suspension or debarment proceedings or other state law;

(vi) the DBE is not a responsible contractor;

(vii) the DBE voluntarily withdraws from the project and provides written notice to CDOT;

(viii) the DBE is ineligible to receive DBE credit for the work required;

(ix) the DBE owner dies or becomes disabled and is unable to complete the work;

(x) the DBE ceases business operations or otherwise dissolves;

(xi) or other documented good cause that compels termination. Good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

(2) Provide the DBE notice of the Contractor’s intent to terminate or reduce the commitment and the reason for such termination or reduction, with a copy to CDOT;

(3) In the notice of intent, provide the DBE at least five calendar days to respond to the notice and inform CDOT and the Contractor of the reasons, if any, why it objects to the proposed termination or reduction and any reasons that it shall not be approved. The Contractor is not required to provide the five calendar days written notice in cases where the DBE in question has provided written notice that it is withdrawing from the subcontract or purchase order. The notice period may be reduced by CDOT if required by public necessity.

(4) Following the notice period, if the Contractor decides to proceed, submit Form 1420 requesting approval of the termination or reduction.

(5) When a commitment is terminated or reduced (including when a DBE withdraws), make good faith efforts to find another DBE to substitute. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the participation that was terminated or reduced up to the contract goal.

C. Contract Changes. In the event of a contract change:

(1) If CDOT eliminates or reduces work committed to a DBE, such change shall be considered good cause for termination or reduction in accordance with Section 9.B above. The Contractor shall follow the processes outlined in Section 9.B but is not required to substitute. If the change reduces the Contractor’s DBE participation to below the contract goal, the Contractor shall indicate so on a Form 1420 and request a waiver of the unmet participation.
(2) If CDOT issues a change which increases or adds new work items, the Contractor shall ensure that it has obtained sufficient DBE participation to meet the Contract Goal, or has made good faith efforts to do so.

D. *Process for Substitution or Increase in Participation to Meet the Contract Goal.* When the Contractor must obtain additional DBE participation to meet the Contract Goal, whether resulting from an approved termination or reduction or a change to the Contract, the Contractor shall:

1. Increase the participation of a DBE for any work items previously identified in an approved commitment without seeking CDOT approval; provided, however, that at its discretion, CDOT may request a Form 1420 documenting such additional participation; or

2. If the Contractor needs to add new work to a commitment or obtain additional participation from a DBE that is not already participating on the contract pursuant to an approved commitment, submit a Form 1420 and Form 1415 requesting approval of the additional participation; or

3. If the Contractor determines that additional DBE participation cannot be obtained, submit a Form 1420 requesting waiver of the participation. The Contractor shall include its justification for not obtaining additional participation and, at its discretion, CDOT may require additional information regarding the efforts of the Contractor.

10. Payment Reduction

The Contractor’s retainage will not be released until CDOT has determined whether the Contractor will be subject to a payment reduction. Payment reductions will be calculated as follows:

A. *Failure to Fulfill Commitments.* If the Contractor terminated or reduced a commitment, the Contractor will be subject to a payment reduction for any termination or reduction which was not approved via a Form 1420.

B. *Failure to Meet Contract Goal.* If the Contractor failed to meet the contract goal, the Contractor will be subject to a payment reduction for the portion of the contract goal that was not met and was not waived via an approved Form 1420.

C. *Duplication.* The contractor will not be subject to duplicate reduction for the same offense.

D. *Adjustments.* CDOT may adjust the payment reduction wherein the Contractor demonstrates that its failure to obtain DBE participation was due to circumstances outside of its control.

11. Other Enforcement

A. *Investigations.* As it determines necessary, CDOT may conduct reviews or investigations of participants. All participants, including, but not limited to, DBE firms and applicants for DBE certification, complainants, and contractors using DBE firms to meet contract goals, are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information.

B. *Intimidation and retaliation.* Participants shall not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by the DBE program or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the DBE program.
C. **Consequences of Non-Compliance.** Failure to comply with subsections 11 A. or 11 B. shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

D. **Fraud and Misrepresentation.** If CDOT determines that a Contractor or subcontractor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by CDOT to be unallowable, or if the Contractor engages in repeated violations, falsification or misrepresentation, CDOT may:

1. refuse to count any fraudulent or misrepresented DBE participation;
2. withhold progress payments to the Contractor commensurate with the violation;
3. suspend or reduce the Contractor’s prequalification status;
4. refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; or
5. seek any other available contractual remedy.

When work within a project is located in two or more counties and the minimum wages and fringe benefits are different for one or more job classifications, the higher minimum wages and fringe benefits shall apply throughout the project.

General Decision No. CO150022 applies to the following counties: Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, La Plata, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, and San Miguel counties.

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General Decision No. CO150022

The wage and fringe benefits listed below do not reflect collectively bargained rates.

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General Decision No. CO150022

The wage and fringe benefits listed below do not reflect collectively bargained rates.

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General Decision No. CO150022

The wage and fringe benefits listed below do not reflect collectively bargained rates.

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General Decision No. CO150022

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</table>
**WELDERS** - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:
* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program.

If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION NO. CO150022
Attached is Form FHWA 1273 titled *Required Contract Provisions Federal-Aid Construction Contracts*. As described in Section I. General, the provisions of Form FHWA 1273 apply to all work performed under the Contract and are to be included in all subcontracts with the following modification:

For TAP (Transportation Alternatives Program) funded Recreational Trails projects, Section I (4) regarding convict labor and all of Section IV of the FHWA 1273 do not apply.
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General

II. Nondiscrimination

III. Nonsegregated Facilities

IV. Davis-Bacon and Related Act Provisions

V. Contract Work Hours and Safety Standards Act Provisions

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XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the
provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirements of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.”

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: “An Equal Opportunity Employer.” All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualified minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports:

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group members and women employed in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt.

Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination for the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her classification and wage rate (including the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is
available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to criminal or civil prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be
permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to
January 4, 2016

the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

1. the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
2. the prime contractor retains responsibility for the quality of the work of the leased employees;
3. the prime contractor retains all power to accept or exclude individual employees from work on the project; and
4. the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. “Specialty Items” shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such
contracts and to all related subcontracts. This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other necessary actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quantity, quality, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier
1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

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

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

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

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

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

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

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

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

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

subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.
(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Participants:

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

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for
influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor’s permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.
Appendix E

RUSSELL PLANNING & ENGINEERING

McElmo Flume Interpretative Stop & Parking Lot Plans

Document
Russell Planning & Engineering. – McElmo Flume Interpretative Stop & Parking Lot Plans