

COLORADO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
MONTEZUMA COUNTY
ALKALI CREEK BRIDGE REPLACEMENT

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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COLORADO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
MONTEZUMA COUNTY
ALKALIE CREEK BRIDGE REPLACEMENT

STANDARD SPECIAL PROVISIONS

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U.S. Department of Labor General Decision Number CO20220012 MOD 2, Highway Construction for 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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NOTICE TO BIDDERS

The proposal guaranty shall be a certified check, cashier's check, or bid bond in the amount of 5 percent of the Contractor's total bid.

Pursuant to subsections 102.04 and 102.05, it is recommended that bidders on this project review the work site and plan details with an authorized representative. Prospective bidders shall contact one of the following listed authorized Department representatives at least 12 hours in advance of the time they wish to go over the project.

Montezuma County Road Department – Rob Englehart Office Phone: (970) 565-8666

Supervisory Engineer – TBD Office Phone:

Project Engineer – TBD Office Phone:

The above referenced individuals are the only representatives of the Department with authority to provide any information, clarification, or interpretation regarding the plans, specifications, and any other contract documents or requirements.

♠ A pre bid conference will be held on ♠ beginning at ♠ at ♠. Bids will be accepted only from pre-qualified bidders.

Questions received from bidders along with the responses will be sent to the email addresses for the Preconstruction attendee list.

If the bidder has a question or requests clarification that involves the bidder's innovative or proprietary means and methods, phasing, scheduling, or other aspects of construction of the project, the Project Engineer will address the question or clarification. The Project Engineer will keep the bidder's innovation confidential and will not share this information with other bidders.

The Project Engineer will determine whether questions are innovative or proprietary in nature. If the Project Engineer determines that a question does not warrant confidentiality, the bidder may withdraw the question. If the bidder withdraws the question, the Project Engineer will not answer the question and the question will not be documented. If the bidder does not withdraw the question, the question will be answered, and both the question and answer will be distributed to the attendee list. If the Project Engineer agrees that a question warrants confidentiality, the Project Engineer will answer the question, and keep both question and answer confidential. The Project Engineer will keep a record of both question and answer in their confidential file.

All questions shall be directed to the contacts listed above no later than 7:00 A.M. Monday of the week of bid opening. Final questions and answers will be posted no later than Tuesday morning of bid opening week.

Questions and answers shall be used for reference only and shall not be considered part of the Contract.

**COMMENCEMENT AND COMPLETION OF WORK
(WORKING OR CALENDAR DATE)**

The Contractor shall commence work under the Contract on or before the 15th day following Contract execution or the 30th day following the date of award, whichever comes later, unless such time for beginning the work is changed in the "Notice to Proceed." The Contractor shall complete all work within **120 working days** 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:

Salient features for this project are:

- (1) Construction Traffic Control Bridge Closure
- (2) Construction Surveying
- (3) Erosion Control
- (4) Earthwork
- (5) Bridge Demolition
- (6) Piling Installation
- (7) Abutments
- (8) Girder Placement
- (9) Deck Pour
- (10) Asphalt Paving
- (11) Bridge Rail
- (12) Guardrail
- (13) Riprap

PROJECT NUMBER: BRO C320-004

PROJECT CODE: 22521

January 19, 2023

**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:

5% Percent DBE participation.

PROJECT NUMBER: BRO C320-004

PROJECT CODE: 22521

January 19, 2023

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 640 hours

PROJECT NUMBER: BRO C320-004

PROJECT CODE: 22521

January 19, 2023

**SPECIAL CONSTRUCTION REQUIREMENTS - GENERAL
(SECTION 404 PERMIT)**

Work within wetlands and Waters of the U.S. are authorized under Nationwide Permit 14 for Linear Transportation Projects. The Contractor shall comply with the Nationwide Permit Verification letter provided by the U.S. Army Corps of Engineers, as well as all Nationwide Permit General and Regional Conditions. Copies of these documents are available from the Project Engineer, and the contractor shall keep a copy of them at the project site throughout construction. Any questions regarding the 404 permits should be directed to the Project Engineer in coordination with the CDOT Region Wetland Specialist (Tim Funk 970.385.8367).

REVISION OF SECTION 102
PROJECT PLANS AND OTHER DATA

Section 102 of the Standard Specifications is hereby revised for this project as follows:

Subsection 102.05 shall include the following:

Electronic data is available in Land SML, dgn, dxf and vectorized PDF formats. These documents may be obtained by contacting the Supervisor or Project Engineer listed in the Notice to Bidders. Available data consists of:

Alignment Files (xml)
Existing Ground Surfaces (xml)
Proposed Surface (xml)

Proposed Surface model is for design intent and roadway surface elevations. Minor items such as surfacing around small culverts and wall modeling, and other minor details are not fully accounted for in the final proposed surface.

The County does not warrant the electronic data and this information is not considered to be a part of the Contract. If bidders use the electronic data in preparing a proposal or planning and prosecuting the work, it is used at their own risk, and bidders are responsible for all conclusions, deductions, and inferences drawn from the electronic data.

After the proposals have been opened, the low responsible bidder may obtain an electronic set of plans and special provisions.

The following information will be available for review at the Montezuma County Road Department Office located at 1680 N. Dolores Road or electronically upon request:

- Inspection Report
- Geotechnical Report
- Asbestos and Lead Paint Testing Reports
- Wetland Finding, Additional Environmental Conservation Measures
- Modified Environmental Site Assessment
- ROW Plan Set

After the proposals have been opened, the low responsible bidder may obtain from Montezuma County, at no cost:

- Electronic (PDF) Plan and Specification Sets

REVISION OF SECTION 105
CONTROL OF WORK - SUBMITTALS

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

Subsection 105.02 (b) shall include the following in Table 105-1:

Table 105-1

Summary of Contractor Submittals

SECTION NO.	DESCRIPTION	TYPE	CONTRACTOR P.E. SEAL REQUIRED?
618	Prestressed Concrete I (Alternate 36")	Shop Drawing ¹	Yes

¹ Same requirement as if Prestressed Concrete I CBT 37.5 were provided.

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.

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REVISION OF SECTION 107
PERFORMANCE OF SAFETY CRITICAL WORK

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

Add subsection 107.061 immediately following subsection 107.06 as follows:

107.061 Performance of Safety Critical Work. The following work elements are considered safety critical work for this project:

- (1) Removal of bridge
- (2) Temporary works: falsework, shoring that exceeds 5 feet in height, cofferdams, and temporary bridges
- (3) Work requiring the use of cranes or other heavy lifting equipment to set a girder, to make overhead repairs, or includes special provisions for Removal of Bridge or Removal of Portion of Bridge. Also, when construction materials are being lifted that may fall onto active traffic lanes.
- (4) Blasting
- (5) Work operations such as pile driving and jack hammering which may create vibration and cause debris to fall into traffic.
- (6) Rockfall mitigation

The Contractor shall submit, for record purposes only, an initial detailed construction plan that addresses safe construction of each of the safety critical elements. When the specifications already require an erection plan, a bridge removal plan, or a removal of portion of bridge plan, it shall be included as a part of this plan. The detailed construction plan shall be submitted two weeks prior to the safety critical element conference described below. The construction plan shall be stamped "Approved for Construction" and signed by the Contractor. The construction plan will not be approved by the Engineer.

The Construction Plan shall include the following:

- (1) Safety Critical Element for which the plan is being prepared and submitted.
- (2) Contractor or subcontractor responsible for the plan preparation and the work.
- (3) Schedule, procedures, equipment, and sequence of operations, that comply with the working hour limitations
- (4) Temporary works required: falsework, bracing, shoring, etc.
- (5) Additional actions that will be taken to ensure that the work will be performed safely.
- (6) Names and qualifications of workers who will be in responsible charge of the work:
 - A. Years of experience performing similar work
 - B. Training taken in performing similar work
 - C. Certifications earned in performing similar work
 - D. Names and qualifications of workers operating cranes or other lifting equipment
 - E. Years of experience performing similar work
 - F. Training taken in performing similar work
 - G. Certifications earned in performing similar work

REVISION OF SECTION 107
PERFORMANCE OF SAFETY CRITICAL WORK

- (7) The construction plan shall address how the Contractor will handle contingencies such as:
 - A. Unplanned events (storms, traffic accidents, etc.)
 - B. Structural elements that don't fit or line up
 - C. Work that cannot be completed in time for the roadway to be reopened to traffic
 - D. Replacement of workers who don't perform the work safely
 - E. Equipment failure
 - F. Other potential difficulties inherent in the type of work being performed
- (8) Name and qualifications of Contractor's person designated to determine and notify the Engineer in writing when it is safe to open a route to traffic after it has been closed for safety critical work.
- (9) Erection plan or bridge removal plan when submitted as required elsewhere by the specifications. Plan requirements that overlap with above requirements may be submitted only once.

A safety critical element conference shall be held two weeks prior to beginning construction on each safety critical element. The Engineer, the Contractor, the safety critical element subcontractors, and the Contractor's Engineer shall attend the conference. Required pre-erection conferences or bridge removal conferences may be included as a part of this conference.

After the safety critical element conference, and prior to beginning work on the safety critical element, the Contractor shall submit a final construction plan to the Engineer for record purposes only. The Contractor's Engineer shall sign and seal temporary works, such as falsework, shoring etc., related to construction plans for the safety critical elements, Removal of Bridge, Removal of Portion of Bridge and Temporary Works. The final construction plan shall be stamped "Approved for Construction" and signed by the Contractor.

The Contractor shall perform safety critical work only when the Engineer is on the project site. The Contractor's Engineer shall be on site to inspect and provide written approval of safety critical work for which he provided signed and sealed construction details. Unless otherwise directed or approved, the Contractor's Engineer need not be on site during the actual performance of safety critical work, but shall be present to conduct inspection for written approval of the safety critical work.

When ordered by the Engineer, the Contractor shall immediately stop safety critical work that is being performed in an unsafe manner or will result in an unsafe situation for the traveling public. Prior to stopping work, the Contractor shall make the situation safe for work stoppage. The Contractor shall submit an acceptable plan to correct the unsafe process before the Engineer will authorize resumption of the work.

When ordered by the Engineer, the Contractor shall remove workers from the project that are performing the safety critical work in a manner that creates an unsafe situation for the public in accordance with subsection 108.05.

Should an unplanned event occur or the safety critical operation deviate from the submitted plan, the Contractor shall immediately cease operations on the safety critical element, except for performing any work necessary to ensure worksite safety, and provide proper protection of the work and the traveling public. If the Contractor intends to modify the submitted plan, he shall submit a revised plan to the Engineer prior to resuming operations.

All costs associated with the preparation and implementation of each safety critical element construction plan will not be measured and paid for separately, but shall be included in the work.

Nothing in the section shall be construed to relieve the Contractor from ultimate liability for unsafe or negligent acts or to be a waiver of the Colorado Governmental Immunity Act.

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PROJECT CODE: 22521

January 19, 2023

**REVISION OF SECTION 202 & 250
REMOVAL OF STRUCTURES
COATED WITH HEAVY-METAL BASED PAINT**

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.01 shall include the following:

This work consists of the removal of a structure or components of a structure coated with paint which may contain lead, other heavy metals, or a combination thereof. Management of paint debris waste shall be accomplished in accordance with Section 250.

Subsection 202.12 shall include the following:

Payment for removal of structures, or portions thereof, coated with heavy-metal based paint will be full compensation for all work necessary to complete the item. Paint debris waste management and disposal will be managed for in accordance with Section 250.

Subsection 250.09 shall include the following:

The cost of Heavy Metal Based Paint Management shall be included in the cost of the work.

REVISION OF SECTION 203
EMBANKMENT MATERIAL

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

In subsection 203.03, delete the first paragraph and replace with the following:

Embankment material shall consist of approved material acquired from excavations or borrow pits and hauled and placed in embankments.

Imported embankment material shall have a resistance value (R-value) of at least 40 when tested in accordance with AASHTO T-190.

Soils that classify as AASHTO A-6 and AASHTO A-7 shall not be utilized in the top 3 feet of embankments placed in subgrade fill sections.

REVISION OF SECTION 208
WATER CONTROL

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

Subsection 208.01 shall include the following:

Water Control shall include all labor, equipment, materials, permits and fees required to convey or divert water within Alkali Creek around the active construction area to protect water quality from construction pollutants. This work shall include but not be limited to pumping and/or clear water diversion of the water passing through the location of the proposed riprap protection in addition to groundwater or surface runoff that may enter the project area. The work shall also include a means for ensuring sediment originating from the project site does not enter Alkali Creek.

Subsection 208.01 shall include the following:

The Contractors submittal for Project Engineer acceptance shall be a detailed methods statement that outlines the installation, operation, maintenance and removal of the Water Control system 10 days prior to construction.

Payment will be made under:

Pay Item

Water Control

Pay Unit

Lump Sum

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. 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.

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SECTION 240

PROTECTION OF MIGRATORY BIRDS

BIOLOGICAL WORK PERFORMED BY THE CONTRACTOR'S BIOLOGIST

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.

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) *Raptor Nesting.* The wildlife biologist shall conduct raptor nest surveys of the terrain within 0.5 mile of the construction site prior to a start of construction between February 15 and July 15. This survey can be done with binoculars. If construction activities are located within the Colorado Parks and Wildlife (CPW)

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

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.

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:

Pay Item	Pay Unit
Wildlife Biologist	Hour

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)

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.

Fence (Plastic) will be measured and paid for in accordance with Section 607.

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REVISION OF SECTION 250
ENVIRONMENTAL, HEALTH AND SAFETY MANAGEMENT

Section 250 of the Standard Specification is hereby revised for this project as follows:

Subsection 250.01 shall include the following:

The Contractor shall review the project's Modified Environmental Site Assessment and the Alkali Creek Asbestos Inspection Report prepared by SME Environmental which identifies the environmental concerns within the project area.

Subsection 250.03 shall include the following:

A Health and Safety Officer (HSO) shall be designated on this project to draft a Material Management Plan (MMP) and Health and Safety Management Plan (HASP). The MMP will detail how the Contractor will prevent the release of contaminated materials into the environment and ensure proper waste disposal. The HASP will identify the appropriate level of worker Personal Protective Equipment (PPE) and procedures to eliminate exposure pathways from hazardous materials as in Section 250.03(c). The MMP and HASP shall be sent to CDOT Environmental for approval at least 7-days prior to the start of work.

Subsection 250.04 shall include the following:

The Alkali Bridge structure is assumed to have elevated concentrations of heavy metal based paint. The Contractor shall be responsible for the three major contamination issues associated with construction activities involving heavy metal paint as detailed in Section 250; (1) materials management preventing the spread of contamination into the air, water, or soil environment, (2) the health and safety of workers, and (3) the proper disposal of material(s) according to State and Federal regulations.

All metal project components (e.g., metal railing, and bridge girders) shall be recycled. As these materials are recycled, and not disposed at a landfill, it is not necessary to evaluate the content of lead by TCLP, regardless of concentration. The recycling facility must be notified in writing that metal project components contain lead. Painted materials which cannot be recycled will require sampling and analysis prior to disposal. A TCLP analysis is required where the total lead concentration is greater than 0.01%. This analysis shall be submitted to the landfill prior to disposal.

Subsection 250.07 shall include the following:

The Alkali Creek Bridge has been inspected by a SME Environmental licensed asbestos inspector and no asbestos was identified in the reports. The contractor must obtain a State Demolition Permit, issued by CDPHE Indoor Air Quality Unit for demolition of structure. The Contractor shall coordinate with the SME Environmental licensed asbestos inspector to complete the permit. The Contractor must complete all portions of the permit application and submit to CDPHE 10 business days prior to demolition. CDPHE's Air Pollution Control Division at 303-692-3100 may provide additional assistance.

Subsection 250.09 shall include the following:

PROJECT NUMBER: BRO C320-004
PROJECT CODE: 22521

January 19, 2023

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REVISION OF SECTION 250
ENVIRONMENTAL, HEALTH AND SAFETY MANAGEMENT

All costs associated with waste management and worker protection, including PPE, shall be included in the cost of the work. Preparation of the MMP will be included in the cost of the Environmental Health and Safety Management pay item. The costs involved with the CDPHE Demolition Permit Application and maintenance of the permit shall be paid for as Environmental Health and Safety Management Plan. The cost of Heavy Metal Based Paint Management shall be included in the cost of the work. Payment for other components of the work will be made under:

Pay Item

Environmental Health and Safety Management Plan

Pay Unit

Lump Sum

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 for the subbase shall be Aggregate Base Course (Class 4) as shown in subsection 703.03, Table 703.2.

Materials for the base course shall be Aggregate Base Course (Class 6) as shown in subsection 703.03, Table 703.2.

The aggregate base course (Class 4) and (Class 6) must meet the gradation requirements and have a resistance value of at least 70 and 78 respectively when tested per AASHTO T-190.

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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 shall be submitted to the Engineer for the Hot Mix Asphalt (HMA). The submitted mix must be approved in writing by the Engineer prior to use on the project. The mix design asphalt cement binder grade shall be PG 58-28. 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) and evaluated per subsections 105.05 for acceptance except that maximum Pay Factor (PF) for any element shall be no greater than 1.000.

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.

Delete subsection 403.01 paragraph three.

Delete subsection 403.03 paragraph two.

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:

Pay Item	Pay Unit
Hot Mix Asphalt (Patching) (Asphalt)	Ton

Aggregate, Reclaimed 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.

PROJECT NUMBER: BRO C320-004

PROJECT CODE: 22521

January 19, 2023

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**REVISION OF SECTIONS 401 AND 403
HOT MIX ASPHALT (PATCHING) (ASPHALT)**

Sawing, excavation and preparation areas to be patched will not be measured and paid for separately, but shall be included in the work.

**REVISION OF SECTION 401
PLANT MIX PAVEMENT COMPACTION
(PNEUMATIC TIRE ROLLERS)**

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

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

Both steel wheel and pneumatic tire rollers will be required on this project. If the Contractor has demonstrated that all of the manufacturer's recommendations were followed and the pneumatic tire roller is detrimental to the finished surface of the HMA, the Engineer, in cooperation with the Contractor and the Region Materials Engineer, may waive the pneumatic tire roller requirement.

REVISION OF SECTION 506
RIPRAP AND SOIL RIPRAP

Section 506 of the Standard Specifications is hereby revised for this project as follows:

Subsection 506.03 shall be modified to include:

Where "soil riprap" is designated on the Contract Drawings, riprap voids are to be filled with native soil material. The riprap shall be pre-mixed with the native soil at the following proportions by volume: 65 percent riprap and 35 percent soil. The soil riprap shall be installed in a manner that results in a dense, interlocked layer of riprap with riprap voids filled completely with soil. Segregation of materials shall be avoided and in no case shall the combined material consist primarily of soil; the density and interlocking nature of riprap in the mixed material shall essentially be the same as if the riprap was placed without soil.

A surface layer of imported soil shall be placed over the soil riprap ("buried soil riprap") according to the thickness specified on the Contract Drawings (minimum of 4 inches thick if not specified otherwise). The topsoil surface layer shall be compacted to approximately 85 percent of maximum density and within two percentage points of optimum moisture in accordance with ASTM D698. Soil shall be added to any areas that settle.

The Contractor shall install a test section of at least 60 square feet of soil riprap for the review and approval of the Engineer prior to installation of the remaining soil riprap.

Subsection 506.05 shall include the following:

Payment for riprap and soil riprap, shall include but is not limited to embankment material for filling existing voids; subgrade preparation, furnishing and placing riprap and filling voids of riprap as specified; and disposal of excess excavated material. Payment shall include full compensation for all labor, equipment, materials, transportation, and all other appurtenant items to complete the work.

Payment will be made under:

Pay Item

Pay Unit

Riprap (18 inch)
Soil Riprap (18 inch)

Cubic Yards
Cubic Yards

REVISION OF SECTION 515
CONCRETE SEALER (HMWM RESIN)

Section 515 of the Standard Specifications is hereby revised for this project to include the following:

DESCRIPTION

This work consists of furnishing and placing a high molecular weight methacrylate (HMWM) resin system with sand and absorbent material to concrete bridge decks or rigid overlays. The surface of the concrete shall be prepared and the HMWM resin system shall be applied in accordance with these specifications in conformity with the plans or as approved by the Engineer.

SUBMITTALS

At least 10 working days in advance of placing the initial test section, the Contractor shall submit manufactures literature and recommendations, material safety data sheet for the resin system and diatomaceous earth shipment, samples of the resin, and a HMWM resin system placement plan.

The HMWM resin system placement plan shall include:

- (1) Schedule of work and testing for each bridge
- (2) Requirements for surface preparation
- (3) Description of equipment and process for applying HMWM resin
- (4) Description of process to verify application rate
- (5) Description of process to change application rate
- (6) Range of gel time and final cure time for HMWM resin
- (7) Absorbent material to be used
- (8) Description of equipment for applying and removing excess sand and absorbent material
- (9) Procedure for removing HMWM resin, including equipment
- (10) Storage and handling of HMWM resin components and absorbent material
- (11) Disposal of excess HMWM resin and containers

Work shall not begin until written approval of the HMWM resin system placement plan has been approved.

REVISION OF SECTION 515
CONCRETE SEALER (HMWM RESIN)

MATERIALS

The concrete sealer shall consist of a HMWM resin, promoter, and initiator. HMWM resin shall be low odor and shall conform to Table 515-1.

Table 515-1
HMWM RESIN PROPERTIES

Property	Requirement	Test Method
Volatile Content*	30 percent, maximum	ASTM D 2369
Viscosity*	0.36 x 10 ⁻⁵ psi-sec, maximum, (Brookfield RVT with UL adaptor, 50 RPM at 77°F)	ASTM D 2196
Specific Gravity*	0.90 minimum, at 77°F	ASTM D 1475
Flash Point*	180°F, minimum	ASTM D 3278
Vapor Pressure*	0.4 inch Hg, maximum, at 77°F	ASTM D 323
Tack-free time	400 minutes, maximum, at 77°F	Specimens prepared per California Test 551
PCC Saturated Surface-Dry Bond Strength	700 psi, minimum at 24 hours and 70 ± 1°F	California Test 551, Part 5
*Test must be performed before adding initiator.		

The promoter and the initiator shall be in accordance with manufacturer recommendations.

Sand for abrasive sand finish shall:

- (1) Be commercial quality dry blast sand.
- (2) Have at least 95 percent pass the No.8 sieve and at least 95 percent retained on the No. 20 sieve

Absorbent material shall be diatomaceous earth, abrasive blast dust, or substitute recommended by the HMWM resin supplier and approved by the Engineer.

- (a) *Testing.* The Contractor shall select an area of 500 square feet of pavement, as approved by the Engineer, for testing the HMWM system.

The test area shall be:

- (1) Located within the project limits outside the traveled way at an approved location
- (2) Be constructed using the same equipment as the production work

REVISION OF SECTION 515
CONCRETE SEALER (HMWM RESIN)

- (3) Replicate field conditions for the production work
- (4) Demonstrate that proposed means and methods meet the acceptance criteria
- (5) Demonstrate that production work will be completed within the time allowed

The test will be considered successful if:

- (1) The treated surface is tack free and non-oily
- (2) The sand cover adheres and resists brushing by hand
- (3) Excess sand and absorbent material has been removed
- (4) The coefficient of friction is at least 0.35 when tested under California Test 342 or ASTM E 274

CONSTRUCTION REQUIREMENTS

The final prepared surface shall adhere to the following requirements:

- (1) The areas to be overlaid shall be cleaned by shotblasting or abrasive sandblasted in the event that the shotblaster cannot access areas to be prepared. Steel shot shall comply with SSPC-AB3. Recycled steel shot shall comply with SSPC-AB2. Cleaning shall not commence until all work involving the repair of the concrete deck surface or rigid overlay has been completed and the surface is dry. All contaminants shall be picked up and stored in the vacuum unit and no dust shall be created during the blasting operation that will obstruct the view of motorists in adjacent roadways. Cleaned surfaces shall not be exposed to vehicular traffic unless approved by the Engineer. If the deck becomes contaminated before placing the overlay, the Contractor shall shotblast or abrasive sandblast the contaminated areas to the satisfaction of the Engineer at no additional cost to the project.
- (2) Any loose particles shall be removed prior to the overlay placement by magnets and compressed air and vacuuming such that no trapped particles remain. Power washing will not be allowed.
- (3) The areas to be overlaid shall be blown off with compressed air just prior to placement and shall be completely dry.

The deck or rigid overlay shall be dry before applying HMWM resin. The concrete surface shall be at least 50° F and shall be no greater than 100° F. Relative humidity shall be no more than 85 percent during the work shift.

The Contractor shall thoroughly mix all the components of the HMWM resin and apply it to the surface within 5 minutes of mixing.

HMWM resin system applied by machine shall be combined in volumetric streams of promoted resin to initiate resin by static in-line mixers. It shall be applied without atomization.

HMWM resin system may be applied manually, but the quantity of resin mixed for manual application shall be limited to 5 gallons at a time.

The application rate shall be 90 square feet per gallon, unless otherwise directed by the Engineer. The resin gel time shall be between 40 and 90 minutes. HMWM resin that thickens during application shall be removed and replaced at the Contractor's expense.

HMWM resin shall be spread uniformly across the deck. All cracks shall be filled with the resin. Excess resin shall be redistributed using squeegees or brooms within 10 minutes of application. For textured or grooved deck surface, excess resin shall be removed from the texture indentations.

REVISION OF SECTION 515
CONCRETE SEALER (HMWM RESIN)

The abrasive sand finish shall be applied at 2 pounds per square foot or until saturation has been achieved as determined by the Engineer no sooner than 20 minutes after applying resin, and before the material gels. Absorbent material shall be applied, and excess sand and absorbent material shall be removed by vacuuming or power sweeping before opening to traffic.

Traffic or equipment will only be allowed on the treated deck surface after the Engineer has determined:

1. The treated deck surface is tack free and non-oily
2. The sand cover adheres and resists brushing by hand
3. Excess sand and absorbent material has been removed
4. No material will be tracked beyond limits of treatment by traffic

The Contractor shall remove the HMWM resin from the deck surface by shot-blasting if the Engineer determines (1) the above listed conditions have not been met and (2) the allowable lane closure time will be exceeded.

The Engineer will perform California Test 342 or ASTM E 274 on treated deck surfaces to evaluate the coefficient of friction. The Engineer will provide at least a 15-day notice for the Contractor to provide traffic control for each bridge location. The coefficient of friction of the treated deck surface shall be at least 0.35.

METHOD OF MEASUREMENT

Furnish Concrete Sealer (HMWM Resin) will be measured by the quantity of mixed HMWM resin actually placed and accepted, but shall not exceed an application rate of 90 square feet per gallon unless otherwise directed by the Engineer.

Place Concrete Sealer (HMWM Resin) will not be measured but shall be the plan quantity shown on the Plans.

BASIS OF PAYMENT

The accepted quantities of Furnish and Place Concrete Sealer (HMWM Resin) will be paid for at the contract unit.

Payment will be made under:

Pay Item	Pay Unit
Furnish Concrete Sealer (HMWM Resin)	Gallon
Place Concrete Sealer (HMWM Resin)	Square Feet

Payment for Furnish Concrete Sealer (HMWM Resin) will include all labor, materials, tools, equipment, and incidentals required to furnish the resin material including freight to the project site and disposal of any unused material. No payment will be made for materials wasted, not accepted, or not incorporated into the work.

Payment for Place Concrete Sealer (HMWM Resin) will include all labor, materials, tools, equipment, and all incidentals necessary to prepare the concrete surface and complete the item. The work shall include the shot blasting, mixing and applying the resin to the pavement surface, and includes the absorbent material and sand and applying these materials to the surface, and removing any excess resin, absorbent material, and sand.

Testing will not be measured and paid for separately, but shall be included in the work.

REVISION OF SECTION 606
BRIDGE RAIL

Section 606 of the Standard Specifications is hereby revised for this project as follows:

Subsection 606.01 shall include the following:

Bridge rail consists of the construction of bridge rail in accordance with these specifications and in conformity with the lines and grades shown on the plans or established. Transition consists of the construction of bridge rail connections to reinforced concrete support, and connection to roadway approach guardrail.

Subsection 606.02 shall include the following:

Bridge rail material and transition material shall conform to the materials identified in the contract plans, including references to Sections 509, 601, and 602 of the Standard Specifications.

Subsection 606.03 shall include the following:

Bridge rail posts and rail elements shall conform to the configurations, dimensions, and grades shown in the contract plans. Transition posts and rail elements shall conform to the configurations, dimensions, and grades shown in the contract plans.

Subsection 606.04 shall include the following:

Bridge rail concrete curbs and transition concrete shall conform to the configurations and dimensions shown in the contract plans.

Subsection 606.05 shall include the following:

Bridge rail will be measured by the linear foot along the traffic-face of the bridge rail, from end to end of completed and accepted rail as shown on the plans. Posts, post anchors, base plates, anchor bolts, miscellaneous bolts, nuts, washers, tubes, tube splices, plates, threaded rods, reflector tabs, concrete, and reinforcing steel are subsidiary to the bridge rail quantity per linear foot, and will not be measured.

Transition will be measured by each transition completed and accepted rail as shown on the plans. Posts, post anchors, base plates, anchor bolts, miscellaneous bolts, nuts, washers, tubes, tube splices, plates, threaded rods, reflector tabs, concrete, and reinforcing steel are subsidiary to the transition quantity per each, and will not be measured.

Subsection 606.06 shall include the following:

The accepted quantities of bridge rail will be paid for at the contract unit price per linear foot.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Bridge Rail Type 10 MASH	Linear Foot
Transition Type BR10M-GR3	Each

REVISION OF SECTION 618
PRESTRESSED CONCRETE

Section 618 of the Standard Specifications is hereby revised for this project as follows:

Subsection 618.01 shall include the following in first paragraph:

Prestressed concrete girders shall be either CBT 37.5 girders that conform to the plans and specifications, or the Alternative 36” girders than conform to the plans and specifications, at the Contractor’s option. If the Alternative 36” girders are provided, all material, submittal, and construction requirements of the plans and specifications apply to the Alternative 36” girders. The Contractor shall provide a written statement at the Pre-Construction meeting which prestressed concrete girders are to be provided, whether the CBT 37.5 prestressed concrete girders or the Alternative 36” prestressed concrete girders.

Subsection 618.16 shall include the following:

Prestressed concrete girders will be measured by the linear foot from end to end, using the Prestressed Concrete I item identified in the plans, whether CBT 37.5 girders or the Alternative 36” girders are provided.

Subsection 618.17 shall include the following:

The accepted quantities of prestressed concrete girders will be paid for at the contract unit price per linear foot, whether CBT 37.5 girders or the Alternative 36” girders are provided.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Prestressed Concrete I (CBT 37.5)	Linear Foot

**REVISION OF SECTION 626
PUBLIC INFORMATION SERVICES**

Section 626 of the Standards and Specifications is hereby revised for this project to include the following:

DESCRIPTION

This work consists of providing regular and continuous public information services throughout the duration of the project. Final approval of approach and collateral will be given by the project Local Agency Representative, which for this project is **Montezuma County**. Anticipated communications issues on this project include:

- (1) Beginning and Ending Dates of Road Closure

REQUIREMENTS

- (a) *Public Information Manager (PIM)*. The Contractor shall provide a Public Information Manager (PIM) who will be the responsible charge for all activities associated with public information services. The PIM shall have professional experience in Public/Media Relations, Marketing or other related field and good verbal and written communications skills. PIM may be a qualified member of the Contractor's personnel. As part of the key project staff submittal prior to the Preconstruction Conference, the Contractor shall submit the name, contact information and qualifications of the PIM for this project.
- (b) *Daily/Regular Activities of the PIM*. Throughout the duration of the project, the PIM shall be responsible for the following:
 - (1) *On Call/On Site*. The PIM shall be available on call or on site on every working day and available upon request at other than normal working hours. The PIM shall maintain communications with the Local Agency Representative regarding all aspects of public information related to this project.
 - (2) *Public Information Line/Communications*. The PIM shall establish a public information office equipped with a telephone, voicemail, computer and email address. The public information office may be located off-site or within the Project's field office. The voicemail greeting for the project information line shall be updated with a current message each week, or each day if necessary, concerning the project's completion date and forthcoming activities on the project and allow the recording of a message from the caller. If unable to answer the public information line, the PIM shall check and respond to voicemail messages by the end of each day of construction operations. The PIM shall track inquiries made by citizens and businesses, including names, addresses, phone numbers, and subsequent action taken as follow up to the inquiries. The PIM shall provide the updated customer tracking log to the Local Agency Representative each week. All inquiries and complaints shall be followed up with a return phone call or email from either the PIM and, when necessary, the Local Agency Representative.
 - (3) *Public Information Collateral*. The PIM shall develop a variety of Public Information Collateral to share project information for project activities such as project start, long-term closures, impactful construction activities, significant milestones, and project completion. Collateral includes the following:
 - a. *Photographs and Video Recordings*. The PIM shall take digital photographs and video recordings at regular intervals and submit them to the Local Agency Representative. The PIM may use a cell

- phone camera. Photographs and video recordings shall capture various work activities and other areas of work as identified by the Local Agency Representative.
- b. *Lane Closure Updates.* **IMPORTANT: If the project impacts traffic on US or State highways, the PIM shall work with the CDOT Regional Communications Manager to request access to CDOT's electronic lane closure reporting system. The PIM shall enter the project's lane closure information into the electronic reporting system weekly.**
 - c. *Webpage Content.* The PIM shall develop content about the project for the Local Agency's internet webpage. When applicable, the PIM shall provide updates for the webpage. The PIM is responsible for regularly checking the webpage, its content, and webpage links to and from other sites. **IMPORTANT: If the project impacts traffic on US or State highways, the PIM shall work with the CDOT Regional Communications Manager to request the creation of a project webpage on CDOT's website. The PIM shall provide the content for the project, including project scope of work, benefits, work schedule/timeline, traffic impacts, cost, contractor, location, project hotline, project email and supporting graphics, maps or photos.**
 - d. *Project Fliers.* The PIM shall develop a Project Fliers to include the following pertinent information: project start and end dates, project location, description of work, traffic impacts, scheduled work hours and workdays, the Project Hotline, email address, web address, project map. An email containing a digital form of the Project Flier shall be sent to stakeholders and media identified in the Stakeholder and Media List.

METHOD OF MEASUREMENT

Public Information Management will be measured as a lump sum elapsed from *14 days before the construction start date and no earlier than the project Notice to Proceed through * Final Acceptance. Failure to provide acceptable Public Information Management will result in withholding payment for the days affected as determined by the Local Agency.

BASIS OF PAYMENT

Pay under:

Pay Item: Public Information Management

Pay Unit: Lump Sum

Payment for Public Information Management will be full compensation for all work, materials, and equipment to provide public information throughout the project as per this specification.

If the Contractor fails to complete construction within the approved contract time, the Local Agency will not pay for Public Information Management for the period after expiration of the approved contract time. The Contractor shall continue to provide Public Information Management through Final Acceptance at its expense.

**REVISION OF SECTION 630
TRAFFIC CONTROL (SPECIAL)**

630.11 Traffic Control Management. The Contractor shall designate an individual, to be the Traffic Control Supervisor. The Superintendent may act as the Traffic Control Supervisor with the written approval of the Project Engineer. The Traffic Control Supervisor shall be certified as a worksite traffic supervisor by an authorized entity and shall have a current flagger certification from an authorized entity. A copy of the Traffic Control Supervisor's certifications shall be provided to the Engineer at the Pre-construction Conference and shall be available at all times on the worksite.

The Contractor's Superintendent, and all others serving in a similar supervisory capacity, shall have completed an approved Traffic Control Supervisor training as offered by the authorized entities. The certifications of completion or certifications of achievement for all appropriate staff shall be submitted to the Engineer at the Pre-construction Conference. The Traffic Control Supervisor's duties shall include:

1. Preparing, revising, and implementing each required Method of Handling Traffic (MHT) per the Traffic Control Plan.
2. Directly supervising project flaggers, when required by Contractor activities and approved MHT's.
3. Coordinating installation and removal of traffic control operations, under approved MHT's, including those of subcontractors and suppliers. Traffic Control Management is expected to include the implementation of approved MHT's for long term Project Detour and Road Closures at the bridge construction work zone.
4. Coordinating initial commencement of project activities with appropriate police and fire control agencies.
5. Preparing a traffic control diary on each calendar day traffic control operations are being installed or removed. This diary shall be submitted to the Engineer daily and become a part of the Department's project records. The diary shall include the following information as a minimum:
 - a. Date
 - b. Project number
 - c. Traffic Control Supervisor's name and signature.
 - d. Description of traffic control operations (lane closures, shoulder closures, pilot car operations, detours, etc.) including location, setup and takedown time, and approved MHT number
 - e. Types and quantities of traffic control devices used per the approved MHT.
 - f. List of flaggers and uniformed traffic control (UTC) used, including start time, stop time, and number of flagging hours and UTC hours used.
 - g. Traffic control problems (traffic accidents; damaged, missing or dirty devices, etc.) and corrective action taken
6. Overseeing all requirements covered by the Contract that contribute to the convenience, safety and orderly movement of traffic. Have an up-to-date copy of the MUTCD, in-use MHTs, and applicable standards and specifications available at all times on the project.
7. Attending all project scheduling meetings.
8. Supervising the cleaning and maintenance of all traffic control devices.
 - a. A certified worksite traffic supervisor shall be responsible for Traffic Control Management (TCM) on a 24-hour-per-day basis. The TCS shall be on the work site at all times when Traffic Control Management (TCM) is performed and shall be on call at all times. Upon request of the Engineer, the TCS may be required to be on the project site at times other than normal working hours. During non-work periods, the TCS shall respond to the job site within 45 minutes. The TCS may appoint a qualified representative to serve as the TCS for periods of time as approved by the Engineer. The qualified representative shall be certified as a TCS and shall assume all duties and responsibilities of the TCS. The Contractor shall maintain a 24-hour telephone number at which the TCS can be contacted. The TCS shall not act as a flagger except in an emergency or in relief for short periods of no more than 15 minutes over a 60-minute period

REVISION OF SECTION 630
TRAFFIC CONTROL (SPECIAL)

630.11 (A) Traffic Control Inspection. The Contractor shall designate an individual to be the Traffic Control Inspector. The Traffic Control Inspector shall be certified as a worksite traffic inspector by an authorized entity and shall have a current flagger certification from an authorized entity. A copy of the Traffic Control Inspector certifications shall be provided to the Engineer at the Pre-construction Conference and shall be available at all times on the worksite.

The Contractor's Superintendent, and all others serving in a similar supervisory capacity, shall have completed an approved Traffic Control Supervisor training as offered by the authorized entities. The certifications of completion or certifications of achievement for all appropriate staff shall be submitted to the Engineer at the Pre-construction Conference. The Traffic Control Inspector's duties shall include:

1. Coordination with the Traffic Control Supervisor (TCS) if different personnel is utilized.
2. Coordinating all traffic control operations, subsequent to the implementation of approved MHT's for long term Project Detour and Road Closures at the bridge construction work zone including those of subcontractors and suppliers.
3. Coordinating project activities with appropriate police and fire control agencies.
4. Preparing a traffic control diary on every calendar day traffic control devices are in use. This diary shall be submitted to the Engineer daily and become a part of the project records. The diary shall include the following information as a minimum:
 - a. Date
 - b. The time of the traffic control inspection
 - c. Project number
 - d. Types and quantities of traffic control devices used per the approved MHT
 - e. Traffic control problems (traffic accidents; damaged, missing or dirty devices, etc.) and corrective action taken
5. Inspecting traffic control devices on every calendar day that traffic control devices are in use, masked, or turned away from traffic. These inspections shall include at least one night inspection per week. The TCI or another representative who is certified as a work site traffic supervisor shall perform these inspections.
6. Ensuring that traffic control devices are functioning as required.
7. Overseeing all requirements covered by the Contract that contribute to the convenience, safety and orderly movement of traffic. Have an up-to-date copy of the MUTCD, in-use MHTs, and applicable standards and specifications available at all times on the project.
8. Supervising the cleaning and maintenance of all traffic control devices.

REVISION OF SECTION 630
TRAFFIC CONTROL (SPECIAL)

METHOD OF MEASUREMENT

630.18 Quantities to be measured for construction traffic control devices shall be the number of units of the various sizes and descriptions listed below.

The quantity to be measured for Traffic Control Management will be the number of authorized 24-hour days of active TCM performed by the TCS or another representative certified as a work site traffic supervisor. Payment will be made for one day of Traffic Control Management regardless of the number of TCSs required to adequately control the work. An authorized 24- hour day of active TCM will be every calendar day when active traffic control operations are being installed or removed per an approved MHT. This includes activities such as flagging operations, pilot car operations, and setting up or removal of construction zones, shoulder closures, lane closures or detours. Traffic control devices that are left in place during non-working hours, including configurations such as lane closures, temporary channelization or detours, are not considered active traffic control.

The quantity to be measured for Traffic Control Inspection will be the number of authorized 24-hour days of traffic control inspection (TCI) performed by the TCS or another representative certified as a work site traffic supervisor. An authorized 24- hour day of TCI shall be every calendar day that traffic control devices as shown in the MHT are in use, masked, or turned away from traffic on the project, and the only traffic control activity is the inspection of traffic control devices.

Resetting, repairing, or replacing traffic control devices is considered maintenance of the devices. Cleaning and maintaining of traffic control devices are not considered traffic control activities subsidiary to the Traffic Control Management, Traffic Control Inspection or flagging pay items.

Payment will be made for either Traffic Control Management or Traffic Control Inspection for every calendar day that traffic control devices as shown in the MHT are in use, masked, or turned away from traffic on the project. Payment will not be made for both items for the same calendar day. Work on a night shift that begins before midnight and ends after midnight will be considered as occurring on the calendar day that the shift ends.

BASIS OF PAYMENT

630.19 Payment for the individual traffic control devices necessary to complete the work shall be full compensation for furnishing, erecting, cleaning, maintaining, resetting, repairing, replacing, moving, removing, and disposing of the construction traffic control devices. All construction traffic control devices that are not permanently incorporated into the project will remain the property of the Contractor. Construction traffic control devices, as determined by the project Traffic Control Plan (TCP), will be paid for as follows: 50 percent of the accepted amount upon first utilization, an additional 40 percent of the accepted amount when 75 percent of the original contract amount has been earned, and the final 10 percent when the project has been completed per subsection 105.21, exclusive of any maintenance periods. The percent of original contract amount earned will be determined by comparing the amount earned for bid items, other than traffic control devices and mobilization, with the original contract amount minus the amounts bid for traffic control devices and mobilization. 630.19 630-13 The accepted quantities 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:

<u>Pay Item</u>	<u>Pay Unit</u>
Traffic Control Management	Day
Traffic Control Inspection	Lump Sum

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.

<u>Force Account Item</u>	<u>Estimated Quantity</u>	<u>Amount</u>
F/A Minor Contract Revisions	F.A.	\$ 150,000
F/A Asphalt Cement Cost Adjustment	F.A.	\$ 10,000
F/A On the Job Trainee	F.A.	\$ 3,200
F/A Environmental, Health and Safety Management Disposal Items	F.A.	\$ 25,000

TRAFFIC CONTROL PLAN – GENERAL

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.
- (2) Standard Plan S-630-1, Traffic Controls for Highway Construction, and Standard Plan S-630-2.
- (3) Schedule of Construction Traffic Control Devices.
- (4) Signing Plans.

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.

County may have entered into operating agreements with one or more law enforcement organizations for cooperative activities. Under such agreements, at the sole discretion of County, law enforcement personnel may enter the work zone for enforcement purposes and may participate in the Contractor's traffic control activities. The responsibility under the Contract for all traffic control resides with the Contractor and any such participation by law enforcement personnel in Contractor traffic control activities will be referenced in either the Special Provisions or General Notes of the plans. Nothing in this Contract is intended to create an entitlement, on the part of the Contractor, to the services or participation of the law enforcement organization.

Special Traffic Control Plan requirements for this project are as follows:

During the construction of this project, County Road N maybe closed to thru traffic upon establishment of an adequate detour.

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

At least one week prior to starting construction, the Contractor shall notify the Montezuma County Engineer of the date the Contractor intends to start construction.

All costs incidental to the foregoing requirements shall be included in the original contract prices for the project.

UTILITIES

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

UTILITY	CONTACT/EMAIL	PHONE/CELL
Empire Electric 23999 CR L.4 Cortez CO 81321	Orly Lucero Orly.lucero@eea.coop	(970) 799-2597 (cell)
Lumen 1035 E 2 nd Ave Durango CO 81301	Kirby Bryant Kirby.bryant@lumen.com	(970) 426-8630 (cell)
Montezuma Water Co. 209 Central Ave. Dolores CO 81323	Wayne Frans Wayne@montezumawater.org	(970) 759-2275 (cell)

The work described in these plans and specifications may require coordination between the Contractor and the utility companies in accordance with subsection 105.11 of the Standard Specifications 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 Project Engineer. The Contractor shall keep each utility company advised of any work being done to its facility, so that the utility company can coordinate its inspections for final acceptance of the work with the Project Engineer.

For All Utility Companies:

The Contractor will contact each utility company a minimum of two (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 the 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 unless otherwise shown herein. The Contractor shall be responsible for verifying the location of all utilities in close proximity to any required excavation work for the purpose of identifying conflicts not otherwise addressed in the plans and specifications. The Contractor shall be responsible for potholing and verifying the location of all utilities in close proximity to any required excavation work in advance for the purpose of identifying conflicts not addressed in the plans and specifications as well as for the purpose of determining the extent of the conflict, and whether relocation or adjustment is required. This work will be

UTILITIES

paid for by contract bid item 203 – Potholing. The Contractor shall share its potholing information with the impacted utilities in advance so that the utilities can

coordinate the relocation work and accommodate the Contractor's work schedule. 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 owner's responsibility. The Contractor shall be responsible for coordinating the relocation work with the impacted utility in the event it cannot adjust or modify the layout to avoid the conflict. Any required relocation work performed by the impacted utility will be at no cost to the project unless otherwise directed by the Project Engineer.

No utility relocation or construction conflicts anticipated.

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.

No utility relocation or 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 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.

In accordance with Article 9-1.5-103(c), Colorado Revised Statutes, as amended, The County certifies that it has not performed QL B subsurface utility engineering work for this project as there are no known utility facilities within the limits of the project work and therefore no utilities have been shown in the plans.

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

REVISION OF SECTIONS 101 AND 106
BUY AMERICA REQUIREMENTS

Sections 101 and 106 of the Standard Specifications shall include the following:

Add the following to Subsection 101.02:

Construction Material: Includes an article, material, or supply — other than an item of primarily iron or steel — that is or consists primarily of non-ferrous metals; plastic and polymer-based products (including polyvinyl chloride [PVC], composite building materials, and polymers used in fiber optic cables); glass; lumber; or drywall.

Domestic Content Procurement Preference: A phrase meaning that all iron and steel used in the project is produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Infrastructure: Includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

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

106.11 Buy America Requirements, delete and replace with the following:

- (a) *Steel and Iron.* All manufacturing processes, including the application of a coating, for all steel and iron products permanently incorporated in the work shall have occurred in the United States of America. All manufacturing processes include the processes that change the raw ore or scrap metal into a finished steel or iron product. This requirement will not prevent a minimal use of foreign steel or iron, provided the total cost, including delivery to the project, of all such steel and iron products does not exceed one-tenth of one percent of the total contract cost or \$2,500, whichever is greater. When there is foreign steel or iron permanently incorporated into the project, the Contractor shall provide documentation of the project delivered cost of that foreign steel or iron.

The Contractor shall maintain on file Buy America certifications that every process from either the original smelting or melting operation, including the application of a coating, performed on steel or iron products either has or has not been carried out in the United States of America. These Buy America certifications apply to every steel and iron product that requires pre-inspection, pretesting, certified test results, or a certificate of compliance. Shipping invoices, bar lists, and mill test reports shall accompany the Buy America certifications. The Contractor shall obtain a Buy America certification from each supplier, distributor, fabricator, and manufacturer that has handled each steel or iron product. These Buy America certifications shall create a chain of custody trail for every supplier, distributor, fabricator, and manufacturer that handled the steel or iron product and shall include certified mill test reports with heat numbers from either the original smelting or melting operation. Upon request, the Contractor shall allow the State, FHWA, and their representatives access to the Buy America certifications including supporting documentation. When the Contractor does not provide the Buy America certifications at the Engineer's request, the Engineer will reject the steel or iron product.

Before the permanent incorporation into the project and before payment for steel or iron products, the Contractor shall provide an assurance document. The assurance document shall certify in writing that the steel or iron products comply with Buy America requirements; the Buy America

REVISION OF SECTIONS 101 AND 106 BUY AMERICA REQUIREMENTS

certifications and supporting documentation are on file; and when requested, the Contractor has submitted the required documentation to CDOT. The Contractor shall also maintain an assurance document that summarizes the date and quantity of all steel and iron material delivered to the project. This assurance document shall include the pay item, quantity of material delivered to the project, mill test reports with heat numbers, and the quantity of material installed by the monthly progress payment cutoff date. The assurance document shall reconcile the pay item quantities and certified mill test reports, for the material delivered to the project to the Buy America certifications and supporting documentation. The assurance documentation shall include the cost of all foreign steel or iron delivered and permanently incorporated into the project. The Contractor shall also submit a summary for each month that no steel or iron products are incorporated into or delivered to the project. The Contractor shall submit the assurance documentation to the Engineer by the monthly progress payment cutoff date. The assurance documentation does not relieve the Contractor of providing the necessary Buy America certifications and supporting documentation for steel or iron products.

- (b) *Manufactured Products.* Regulations require the use of domestic steel and iron in Federally funded construction projects. Buy America applies to construction components which are “predominantly steel or iron products,” defined by CDOT as products which are manufactured with at least **90%** steel or iron content by weight when delivered to the job site for installation. FHWA provides waivers for manufactured products and products that are not predominantly steel or iron. The FHWA's 1983 final Buy America regulations (see <https://www.fhwa.dot.gov/programadmin/contracts/112583.cfm>) waive the application of Buy America to manufactured products that do not include steel and iron components. However, Buy America applies to the steel wire mesh or steel reinforcing components of manufactured products (i.e. precast reinforced concrete elements).
- (c) *Glass Beads for Pavement Marking.* All post-consumer and industrial glass beads for pavement marking shall have been manufactured from North American glass waste streams in the United States of America. The bead manufacturer shall submit a COC in accordance with subsection 106.12 confirming that North American glass waste streams were used in the manufacture of the glass beads.
- (d) *Construction Materials.* All manufacturing processes for eligible construction materials permanently incorporated into the work shall have been manufactured in the United States of America. All manufacturing processes for construction materials consist of at least the final manufacturing process and the immediately preceding manufacturing stage for the construction material. Buy America requirements shall apply to the following eligible construction materials:
 - 1. Non-ferrous metals;
 - 2. Plastic and polymer-based products (including, but not limited to, polyvinylchloride [PVC]);
 - 3. Glass;
 - 4. Lumber; or
 - 5. Drywall

Note 1: Raw materials such as cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from Buy America requirements.

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

REVISION OF SECTIONS 101 AND 106
BUY AMERICA REQUIREMENTS

Before the permanent incorporation into the project for all eligible construction materials, the Contractor shall obtain a certification from each supplier. This certification must identify where the construction material was manufactured and attest specifically to Buy America compliance.

The Contractor shall maintain and submit on a monthly basis, CDOT Form #1600, Contractor's Certificate of Compliance summarizing the Item Description, CDOT Bid Item #, Manufacturer Name Identifier, Date and Quantity Received, Date and Quantity Installed, and Bid Item Unit of all eligible construction materials.

The COC does not relieve the Contractor of providing the necessary Buy America supplier certifications prior to permanent incorporation into the project. Upon request, the Contractor shall allow the State, FHWA, and their representatives access to the Buy America certifications. The lack of these certifications will be justification for rejection of the construction material.

- (e) *Waivers.* The Federal Highway Administration is responsible for processing and approving all waivers, including waivers requested by recipients and on behalf of subrecipients. More information on Buy America waivers can be found in Section 5.2 of the Field Materials Manual Special Notice to Contractors.

If a Contractor desires to pursue a waiver they shall notify the CDOT Project Engineer in writing who will then submit it to the CDOT Materials & Geotechnical Services Unit, Pavement Design and Documentation Services Program. The Pavement Design and Documentation Services Program will review it and forward it to the FHWA Division Office for consideration.

A Contractor's decision to pursue any waivers on the project shall not waive or otherwise nullify any provisions of the Contract. In addition, the time to obtain a waiver shall be considered a non-excusable, non-compensable delay and Liquidated Damages (per Subsection 108.09) will be enforced should the Contract Time (original or as-amended) expire due to the approval or non-approval of a waiver.

The Contractor will not be entitled to an extension of contract time due to the approval or non-approval of a waiver and no such claim will be considered.

REVISION OF SECTION 105 CONTROL OF WORK

Revise Section 105 of the Standard Specifications as follows:

Revise Paragraphs 4, 5 and 6 of Subsection 105.20 as follows:

If damage occurs to an existing structure through improper maintenance per 105.19, the Contractor shall submit a repair procedure to the Engineer to repair the defect(s).

The repair categories and requirements are defined as follows:

- a) *“In-kind” repairs*. In-kind repairs are repairs where the As-Built or Advertised plans are utilized to replace or repair damaged components with identical dimensions and materials used plans and where no plan modifications are made. In-kind repair procedures shall be reviewed and accepted by the Engineer before any repair. The use of approved repair grouts or doveled reinforcing with epoxy adhesive is permitted in in-kind repairs. Doveled reinforcing shall meet or exceed the strength requirements of the original design.
- a) *“Modified repairs”*. Modified repairs are those which deviate in dimensions and/or materials from the As-Built or Advertised plans or where plans are not available. Modified repair procedure submittals shall include calculations, independent design calculations, shop drawings, and/or working drawings per 105.02, and any other applicable section of the specifications for the needed repair. The Contractor’s Engineer shall electronically seal Modified repair submittals.

Damage to new structures or modified structures, shall be repaired per the contract documents. The Engineer of Record shall be notified and review all corresponding submittals before any repairs.

REVISION OF SECTION 107
WATER QUALITY CONTROL
(Under One Acre of Disturbance)

Section 107.25 of the Standard Specifications is hereby deleted and replaced as follows:

107.25 Water Quality Control. The project work shall be performed using practices (including but not limited to those listed below) that minimize the pollution of any State waters, including wetlands.

(a) Definitions.

- (1) Areas of Disturbance (AD). Locations where any activity has altered the existing soil cover or topography, including vegetative and non-vegetative activities during construction.
- (2) Construction Site Boundary/Limits of Construction (LOC). The project area defined by the Environmental Clearance document.
- (3) Discharge of Pollutants. One or more pollutants leaving the Limits of Construction (LOC) or entering State waters or other conveyances.
- (4) Limits of Disturbed Area (LDA). Proposed limits of ground disturbance as shown on the Plans.
- (5) Pollutant. Dredged spoil, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, garbage, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, wrecked or discarded equipment, rock, sand, or any industrial, municipal, or agricultural waste, as defined in the Colorado Code of Regulations (CCR) [5 CCR 1002-61, 2(76)]
- (6) Pollution. Man-made, man-induced, or natural alteration of the physical, chemical, biological, and radiological integrity of water. [25-8-103 (16), CRS]
- (7) State waters. Defined in Section 101.

(b) Construction Requirements

The Contractor shall comply with the "Colorado Water Quality Control Act" (Title 25, article 8, CRS), the "Protection of Fishing Streams" (Title 33, Article 5, CRS), the "Clean Water Act" (33 USC 1344), regulations promulgated, certifications or permits issued, and to the requirements listed below. In the event of conflicts between these requirements and water quality control laws, rules, or regulations of other Federal, or State agencies, the more restrictive laws, rules, or regulations shall apply.

If the Contractor determines construction of the project will result in a change to the activities or LDA, the Contractor shall detail the changes in a written report to the Engineer. Upon receipt of the report, the Engineer will coordinate with the Region Planning and Environmental Manager (RPEM) regarding the change. The Engineer, within five days after receipt of the report, will approve or reject in writing the request for change. If approved, the Engineer will detail a course of action including revision of existing permits or obtaining new permits.

If construction activities result in noncompliance of any permit requirement, the project will be suspended and the permitting agency notified, if required. The project will remain suspended until the Engineer receives written approval by the permitting agency.

The Contractor is legally required to obtain all permits associated with project specific water quality activities within, or off the Right of Way, such as borrow pits, concrete or asphalt plant sites, waste disposal sites, or other facilities. It is the Contractor's responsibility to obtain these permits. The Contractor shall consult with the Engineer, and contact the Colorado Department of Public Health and Environment (CDPHE) or other appropriate federal, state, or local agency to determine the need for any permit.

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REVISION OF SECTION 107
WATER QUALITY CONTROL
(Under One Acre of Disturbance)

The Contractor shall conduct the work in a manner that prevents pollution of any adjacent State waters, as defined in section 101. Erosion control work shall be performed in accordance with Section 208, this subsection, and all other applicable parts of the Contract.

Prior to construction, the Stormwater Management Plan (SWMP) Administrator, identified in Section 208, shall identify and describe all potential pollutant sources, including materials and activities, and evaluate them for the potential to contribute pollutants to stormwater discharges associated with construction activities. The list of potential pollutants shall be continuously updated during construction. At a minimum, each of the following shall be evaluated for the potential for contributing pollutants to stormwater discharges and identified in the SWMP, as described in Section 208:

- (1) All exposed and stored soils.
- (2) Vehicle tracking of sediments.
- (3) Management of contaminated soils.
- (4) Vehicle and equipment maintenance and fueling.
- (5) Outdoor storage activities (building materials, fertilizers, chemicals, etc.).
- (6) Significant dust or particle generating processes.
- (7) Routine maintenance involving fertilizers, pesticides, detergents, fuels, solvents, oils, etc.
- (8) On-site waste management practices (waste piles, dumpsters, etc.).
- (9) Dedicated asphalt and concrete batch plants.
- (10) Concrete truck and equipment washing, including the concrete truck chute and associated fixtures and equipment.
- (11) Concrete placement and finishing tool cleaning.
- (12) Non-industrial waste sources that may be significant, such as worker trash and portable toilets.
- (13) Loading and unloading operations.
- (14) Other areas or procedures where spills could occur.

The SWMP Administrator shall record the location of potential pollutants on the site map, if applicable. Descriptions of the potential pollutants shall be added to the SWMP.

Prior to construction the Contractor shall submit a Spill Response Plan for any petroleum products, chemicals, solvents, or other hazardous materials in use, or in storage, at the work site. See Section 208 for Spill Response Plan requirements. Work shall not be started until the plan has been submitted to and approved by the Engineer.

On site above ground bulk storage containers with a cumulative storage shell capacity greater than 1,320 U.S. gallons, or storage containers having a "reasonable expectation of an oil discharge" to State waters, are subject to the Spill Prevention, Control and Countermeasure Plan (SPCC) Rule. Oil of any type and in any form is covered, including, but not limited to: petroleum; fuel oil; sludge; oil refuse; oil mixed with wastes other than dredged spoil. EPA Region 8 is responsible for administering and enforcing the SPCC plan requirements in Colorado. Prior to start of work, the Contractor shall submit a SPCC Form, if applicable, which has been approved by the EPA for the project.

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REVISION OF SECTION 107
WATER QUALITY CONTROL
(Under One Acre of Disturbance)

The Contractor shall obtain a Construction Dewatering (CDW) permit from CDPHE anytime uncontaminated groundwater, including groundwater that is commingled with stormwater or surface water, is encountered during construction activities and the groundwater or commingled water needs to be discharged to State waters. If contaminated groundwater is encountered, a Remediation permit may be needed from CDPHE in accordance with Section 250.

Water from dewatering operations shall not be directly discharged into any State waters, unless allowed by a permit. Water from dewatering shall not be discharged into a ditch unless:

1. Written permission is obtained from the owner of the ditch.
2. It is covered in the approved CDW or Remediation Permit that allows the discharge.
3. A copy of this approval is submitted to the Engineer. A copy of the Permit shall be submitted to the Engineer prior to dewatering operations commencing.

Construction Dewatering may be discharged to the ground on projects where CDPHE's Low Risk Guidance Document for Discharges of Uncontaminated Groundwater to Land are met. The conditions of this guidance are:

1. The source of the discharge is solely uncontaminated groundwater or uncontaminated groundwater combined with stormwater and does not contain pollutants in concentrations that exceed water quality standards for groundwater referenced above.
2. Discharges from vaults or similar structures shall not be contaminated. Potential sources of contamination include process materials used, stored, or conveyed in the structures, or introduced surface water runoff from outside environments that may contain oil, grease, and corrosives.
3. The groundwater discharge does not leave the project boundary limits where construction is occurring.
4. Land application is conducted at a rate and location that does not allow for any runoff into State waters or other drainage conveyance systems, including but not limited to streets, curb and gutter, inlets, borrow ditches, open channels, etc.
5. Land application is conducted at a rate that does not allow for any ponding of the groundwater on the surface, unless the ponding is a result of implementing control measures that are designed to reduce velocity flow. If the control measures used result in ponding, the land application shall be done in an area with a constructed containment, such as an excavation or berm area with no outfall. The constructed containment shall prevent the discharge of the ponding water offsite as runoff.
6. A visible sheen is not evident in the discharge.
7. Control measures are implemented to prevent any sediment deposited during land application from being transported by stormwater runoff to surface waters or other conveyances.
8. All control measures used shall be selected, installed, implemented, and maintained according to good engineering, hydrologic, and pollution control practices. The selected control measures shall provide control for all potential pollutant sources associated with the discharge of uncontaminated

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REVISION OF SECTION 107
WATER QUALITY CONTROL
(Under One Acre of Disturbance)

groundwater to land. The discharge shall be routed in such a way that it will not cause erosion to land surface. Energy dissipation devices designed to protect downstream areas from erosion by reducing the velocity of flow (such as hose attachments, sediment and erosion controls) shall be used when necessary to prevent erosion.

All dewatering operations shall be recorded in the SWMP as follows:

1. The source is identified in the SWMP and updated by the Contractor.
2. The SWMP describes and locates the practices implemented at the site to control stormwater pollution from the dewatering of groundwater or stormwater.
3. The SWMP describes and locates the practices to be used that will ensure that no groundwater from construction dewatering is discharged from the LOC as surface runoff or to surface waters or storm sewers.
4. Groundwater and groundwater combined with stormwater do not contain pollutants in concentrations exceeding the State groundwater standards in Regulations 5 CCR 1002-41 and 42.

If surface waters are diverted around a construction area and no pollutants are introduced during the diversion, a CDW Permit is not required. If the diverted water enters the construction area and contacts pollutant sources (e.g. disturbed soil, concrete washout, etc.), the Contractor shall obtain a CDW permit for the discharge of this water to State waters or to the ground.

At least 15 days prior to commencing dredging or fill operations in a watercourse, the Contractor shall provide written notification to owners or operators of domestic or public water supply intakes or diversion facilities, if these facilities are within 20 miles downstream from the dredging or fill operations. Notification shall also be given to Owners or operators of other intakes or diversions that are located within five miles downstream from the site of the project. Identities of downstream owners and operators can be obtained from Colorado Division of Water Resources, Office of the State Engineer.

Temporary fill into wetlands or streams shall not be allowed, except as specified in the Contract and permits. If such work is allowed, upon completion of the work all temporary fills shall be removed in their entirety and disposed of in an upland location outside of flood plains unless otherwise specified in the Contract.

Construction operations in waters of the United States as defined in 33 CFR Part 328.3, including wetlands, shall be restricted to areas and activities authorized by the U.S. Army Corps of Engineers as shown in the Contract. Fording waters shall be allowed only as authorized by the U.S. Army Corps of Engineers 404 Permit. Wetland areas outside of the permitted limits of disturbance shall not be used for storage, parking, waste disposal, access, borrow material, or any other construction support activity.

Pollutant byproducts of highway construction, such as concrete, asphalt, solids, sludges, pollutants removed in the course of treatment of wastewater, excavation or excess fill material, and material from sediment traps shall be handled, stockpiled, and disposed of in a manner that prevents entry into State waters, including wetlands. Removal of concrete waste and washout water from mixer trucks, concrete finishing tools, concrete saw, and all concrete material removed in the course of construction operations or cleaning shall be performed in a manner that prevents waste material from entering State waters and shall not leave the site as surface runoff. A minimum of ten days prior to the start of the construction activity, the Contractor shall submit in writing a Method Statement for Containing Pollutant Byproducts to the Engineer for approval.

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REVISION OF SECTION 107
WATER QUALITY CONTROL
(Under One Acre of Disturbance)

The use of chemicals such as soil stabilizers, dust palliatives, herbicides, growth inhibitors, fertilizers, deicing salts, etc., shall be in accordance with the manufacturer's recommended application rates, frequency, and instructions.

All materials stored on-site shall be stored in a neat, orderly manner, in their original containers, with the original manufacturer's label. Materials shall not be stored in a location where they may be carried into State waters at any time.

Spill prevention and containment measures conforming to Section 208 shall be used at storage, and equipment fueling and servicing areas to prevent the pollution of any State waters, including wetlands. All spills shall be cleaned up immediately after discovery, or contained until appropriate cleanup methods can be employed. Manufacturer's recommended methods for spill cleanup shall be followed, along with proper disposal methods. When required by the Colorado Water Quality Control Act, Regulation 5 CCR 1002-61, spills shall be reported to the Engineer and CDPHE in writing.

The Contractor shall prevent construction activities from causing grass or brush fires.

The construction activities shall not impair Indian tribal rights, including, but not limited to, water rights, and treaty fishing and hunting rights.

Prior to start of work, the Contractor shall certify in writing to the Engineer that construction equipment has been cleaned prior to initial site arrival. Vehicles and equipment shall be free of soil and debris capable of transporting noxious weed seeds or invasive species onto the site. Additional equipment required for construction shall also be certified prior to being brought onto the project site.

Vehicles which have been certified by the Contractor as having been cleaned prior to arrival on site may be cleaned on site at an approved area where wash water can be properly contained. Vehicles leaving and reentering the project site shall be recertified.

At the end of each day the Contractor shall collect all trash and dispose of it in appropriate containers.

All construction site wastes shall be properly managed to prevent potential pollution of State waters. Construction waste that is considered a pollutant or contaminant shall be collected and disposed of in appropriate containers. This material may be stockpiled on the project when it is contained or protected by an appropriate control measure.

Discharges from the project area shall not cause, have the reasonable potential to cause, or measurably contribute to an exceedance of any applicable water quality standard, including narrative standards for water quality.

Stormwater Construction Permit. A Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP) is not required for this project. A CDPS-SCP will be obtained from CDPHE, if any of the following activities apply:

- (1) Construction sites that will disturb one acre or more; or
- (2) Construction sites that are part of a common plan of development or sale; or
- (3) It is specified in the contract; or

Stormwater discharges that are designated by the division as needing a stormwater permit because the discharge:

1. Contributes to a violation of a water quality standard; or

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REVISION OF SECTION 107
WATER QUALITY CONTROL
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2. is a significant contributor of pollutants to State waters.

Dewatering, erosion control for dewatering, and disposal of water resulting from dewatering operations, including all costs for permits, will not be measured and paid for separately, but shall be included in the work.

The Contractor shall be liable for any penalty (including monetary fines) applied to the Department caused by the Contractor's noncompliance with any water quality permit or certification. Monetary fines shall be deducted from any money due to the Contractor. If the monetary fine is in excess of all the money due to the Contractor, then the Contractor shall pay to the Department the amount of such excess.

The Contractor shall not receive additional compensation, or time extensions, for any disruption of work or loss of time caused by any actions brought against the Contractor for failure to comply with good Engineering, hydrologic and pollution control practices.

If a spill occurs as a direct result of the Contractor's actions or negligence, the cleanup of such spill shall be performed by the Contractor at the Contractor's expense.

Areas exposed to erosion by fire resulting from the Contractor's operations shall be stabilized in accordance with Section 208 by the Contractor, at the Contractor's expense.

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REVISION OF SECTION 109
MEASUREMENT AND PAYMENT

Revise Section 109 of the Standard Specifications as follows:

Replace Subsection 109.06(b):

109.06 Partial Payments Partial payments will be made once each month as the work progresses, when the Contractor is performing satisfactorily under the Contract. Payments will be based upon progress estimates prepared by the Engineer, of the value of work performed, materials placed per the Contract, and the value of the materials on hand per subsection 109.07. The amount of the progress estimate paid to the Contractor will be subject to the following:

- (b) *Securities in Lieu of Standard Amount Retained.* When the original contract amount exceeds \$150,000, the Contractor may withdraw all or any portion of the standard amount retained if acceptable securities are assigned to the Department, and deposited as set forth in Section 24-91-105, CRS and the implementing regulations. The securities shall at all times have a market value at least equal in value to the sums withdrawn. If at any time the Department determines that the market value of the securities has fallen below the sums withdrawn, the Contractor, shall deposit additional acceptable securities in an amount sufficient to reestablish a total deposit of securities equal in value to the sums withdrawn. This security substitution shall not apply if a part of the contract price is paid from federal, or other sources, and the federal or other source has requirements that are inconsistent with this subsection.

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REVISION OF SECTION 207
TOPSOIL

Section 207 of the Standard Specifications is hereby deleted for this project and replaced with the following:

DESCRIPTION

207.01 This work consists of salvaging topsoil from onsite locations, stockpiling, maintaining, and preparing the subsoils for the placement of the topsoil at locations shown on the plans. It also includes creating seeding media by amending subsoils, and importing offsite topsoil when shown on the plans.

Substitutions from this specification will not be allowed unless submitted in writing to the Engineer and approved by the Region or Headquarters Landscape Architect.

MATERIALS

207.02 General. Topsoil shall be salvaged onsite, imported, or produced as shown on the plans. Topsoil shall be free of refuse and litter along with noxious weed seed and reproductive plant parts, as listed in current State of Colorado A and B Noxious Weed List and local agency weed lists. Topsoil shall not include heavy clay, hard clods, toxic substances, pathogens, or other material, which would be detrimental to growing native vegetation. All required amendments shall be thoroughly incorporated to parent material, onsite. All amendments shall conform to Section 212. Topsoil and parent material shall be free of clods, sticks, stones, debris, concrete, and asphalt in excess of 4 inches in any dimension for all material used within the designed clear zone for the project. Topsoil outside of the clear zone may contain rock larger than 4 inches in any dimension. For slopes with no structures being used to protect areas from falling rocks the Contractor shall remove or secure any rocks deemed unstable and could pose a safety hazard.

Topsoil shall be generated from one or more of the following as shown on the plans:

- (a) *Topsoil (Onsite).* Topsoil shall consist of the upper 6-inch layer of the A horizon, as defined by the Soil Science Society of America, or at the depths and locations shown on the Stormwater Management Plan (SWMP). It shall consist of loose friable soil, salvaged from onsite and stockpiled or windrowed. Litter and duff (layer of partially decomposed plant material) shall be collected as part of the salvaging of topsoil unless specified to be removed and hauled offsite on the plans.
- (b) *Topsoil (Wetland).* Wetland topsoil shall consist of moist, organic soil obtained from delineated wetlands, including any existing wetland vegetation and seeds. Wetland topsoil shall be extracted from the project site at locations shown on the plans or as directed, to a minimum depth of 12 inches or at the depths as shown on the plans.
- (c) *Seeding Media.* Seeding Media shall consist of one or all of the following approved materials: sub-soil, overburden, or material generated from rock. Contractor shall select onsite or offsite locations to generate material that meet the requirements of Table 207-1. The Contractor shall provide a Certified Test Report (CTR) in accordance with subsection 106.13, excluding lot, heat, and batch confirming that the excavated material conforms to Table 207-1.
- (d) *Topsoil (Offsite).* The Contractor shall submit a CTR for Topsoil (Offsite) for approval a minimum of 60 days prior to import in accordance with subsection 106.13. The Contractor shall include with the CTR a complete Soil Nutrient Analysis for the properties listed in Table 207-2 from an independent laboratory that participates in the National Association for Proficiency Testing (NAPT). If topsoil nutrient analysis is deficient, an Amendment Protocol shall be submitted by the Contractor for approval. The Amendment Protocol shall contain a complete list of amendments and associated quantities to produce topsoil that conforms to Table 207-2.

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The Contractor shall submit a Certificate of Compliance (COC) for Topsoil (Offsite) for approval a minimum of 60 days prior to import that the source has controlled noxious weeds in accordance with the State of Colorado Noxious Weed Act 35-5.5-115.

**Table 207-1
PHYSICAL PROPERTIES OF SEEDING MEDIA**

Property	Range	Test
Soil pH (s.u.)	5.6 – 7.5	ASA Mono. #9, Part 2, Method 10-3.2 or TMECC 04.11-A
Soil Electrical Conductivity (EC) (mmhos/cm or ds/m)	< 5.0	ASA Mono. #9, Part 2, Method 10-3.3
Soil SAR (s.u.)	0 - 10	ASA Mono. #9, Part 2, Method 10-3.4
Rock Content (%)	≤ 25	USDA NRCS Rock Fragment Modifier Usage
Trace Contaminants (Arsenic, Cadmium, Copper, Mercury, Selenium, Zinc, Nickel, and Lead)	Meets US EPA, 40 CFR 503 Regulations	TMECC 04.06 or EPA6020/ASA (American Society of Agronomy)
Rock Content (%) greater than 3" diameter	≤ 25	USDA NRCS Rock Fragment Modifier Usage
USDA Soil Texture	No more than 70% clay, silt, and sand by percentage volume of topsoil.	ASA Monograph #9, Part 1, Method 15-4 or ASA 1 43-5
All Particle Sizes	< 6 Inches	
Physical contaminants (man-made inerts) (%)	< 1	TMECC 03.08-C
C:N ratio	<20	TMECC 05.02-A
* Fines % when manufacturing material from rock	>25% material passing through #4 sieve	ASTM D6913

Amendments to the base imported material shall have the quantities of material verified onsite prior to incorporation into parent material, either at the stockpiles or after placement of parent material. Topsoil amended at the stockpiles shall be distributed to the site within seven days. * Substitute this requirement for USDA Soil Texture requirement when project are approved to use material manufactured from native rock material on site.

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Table 207-2
TOPSOIL (OFFSITE) PROPERTIES

Property	Range	Test Methods
Soil pH (s.u)	5.6 – 7.5	ASA Mono. #9, Part 2, Method 10-3.2 or TMECC 04.11-A
Salt by Electrical Conductivity (EC) (mmhos/cm or ds/m)	< 2.0	ASA Mono. #9, Part 2, Method 10-3.3
Soil SAR (s.u.)	0 – 10	ASA Mono. #9, Part 2, Method 10-3.4
Soil OM (%)	3 – 5	Methods of Soil Analysis, Part 3, Method 34
Soil N (NO ₃ -n, ppm)	≥ 20.0	Methods of Soil Analysis, Part 3. Chemical Methods. Ch. 38 Nitrogen – Inorganic Forms
Soil P (ppm)	≥ 13.0	ASA Mono. #9, Part 2, Method 24-5.4 or others as required based on soil pH
Soil K (ppm)	≥ 80	ASA Mono. #9, Part 2, Method 13-3.5
Rock Content (%) greater than 3” diameter	≤ 25	USDA NRCS Rock Fragment Modifier Usage
Bioassay (seedling emergence and relative vigor)	> 80% of control	TMECC 05.05-A or Approved Germination Test
Soil Texture	No more than 70% clay, silt and sand by percentage volume of topsoil	ASA Mono. #9, Part 1, Method 15-4
Physical contaminants (man-made inerts) (%)	< 1	TMECC 03.08-C
Trace Contaminants (Arsenic, Cadmium, Copper, Mercury, Selenium, Zinc, Nickel, and Lead)	Meets US EPA, 40 CFR 503 Regulations	TMECC 04.06 or EPA6020/ASA (American Society of Agronomy)
All Particle Sizes	< 6 Inches	
C:N ratio	<20	TMECC 05.02-A

The Contractor shall utilize a rod penetrometer for determining subgrade soil preparation and determining looseness of soil after ripping. The penetrometer shall have a psi pressure gage, and shall meet the following requirements:

- (1) Steel rod with a minimum diameter of ½ inch with graduations (tick marks) every 6 inches.
- (2) The rod shall be made of stainless steel or other metal that will not bend when weight is applied.
- (3) The end of the rod shall have a 30-degree cone tip.
- (4) The diameter of the cone at its tip shall be no more than 0.1 inch.
- (5) The top of the rod shall be a T-handled configuration.

REVISION OF SECTION 207
TOPSOIL**CONSTRUCTION REQUIREMENTS**

207.03 Site Pre-vegetation Conference. Prior to the start of the initial Subgrade Soil Preparation for the project, the Contractor shall request a Site Pre-vegetation Conference. The Engineer will set up the conference and will include: the Engineer or designated representative, the Superintendent or designated representative, the sub-contractor(s) performing the subgrade soil preparation and soil amendments, and the CDOT Landscape Architect representing the Region. Only one meeting is required for the project unless a new sub-contractor is brought on that did not attend the previous meeting.

The Agenda of the Pre-vegetation Conference can be found in Appendix A of the Construction Manual and includes the following:

- (1) Final review of the Topsoil (Offsite) Amendment Protocol
- (2) Review of the Method Statement detailing the equipment which will be used for the subgrade soil preparation operations
- (3) Review of rod penetrometer which will be used to determine subgrade soil preparation of topsoil
- (4) Permanent Stabilization Phasing Plan (identify strategies and site management measures to protect de-compacted, topsoil amended, seeded, and blanketed areas from foot, vehicle loads, and other disturbances).
- (5) Seeding. See subsection 212.03 for submittal requirements.
- (6) Meeting attendee sign-in log

207.04 Topsoil Stockpiling. Stockpiles of topsoil shall be created as shown on the plans or as approved by the Engineer. All Stockpiles of topsoil which are scheduled to remain in place for 14 days or more shall receive interim stabilization in accordance with subsection 208.04. All topsoil stockpiles shall be identified using white pin flags with "TOPSOIL" printed in black letters and shall have their locations shown on the SWMP Plans. Each individual stockpile shall require at least one flag, and one additional flag for each 10 cubic yards of salvaged topsoil. The contractor shall provide only perimeter flags for stockpile larger than 100 cubic yards with a minimum spacing of 25 feet.

Topsoil may be placed in stockpiles or windrowed at the edge of the disturbance. Windrowed topsoil shall not be used as perimeter erosion control or extensively compacted. When topsoil is windrowed, all stockpile requirements still apply.

- (1) Upland Topsoil. If included on the plans, stockpiles shall be treated with herbicide, in accordance with Section 217, or as directed.
- (2) Wetland Topsoil. Wetland stockpiles shall not be treated with herbicide. Weeds shall be hand pulled. Wetland topsoil shall be placed within 24 hours from excavation, unless otherwise approved by the Engineer. Wetland topsoil shall not be stockpiled for more than six months.

207.05 Subgrade Soil Preparation. Before placement of topsoil, the subgrade shall be ripped to a minimum depth of 14 inches. Subgrade shall be mostly dry and friable. Subgrade shall crumble without sticking together, yet not be so dry and hard that it does not break apart easily.

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Underground utilities shall be located prior to soil preparation.

Subgrade soil preparation equipment shall meet the requirements for either winged tip or parabolic shanks. Operation shall be performed to fracture the soil uniformly without lifting or furrowing the surface excessively. The Contractor shall submit a method statement for subgrade soil preparation other equipment will be considered.

1. Winged tip shanks (dozer equipment) shall be a minimum of 6 inches wide and have 2 inches of vertical profile change on the blade with a 40 – 60-degree sweep angle.

The Contractor shall calibrate the subgrade soil preparation equipment using a minimum 30 linear feet of the initial pass. The Contractor shall utilize the rod penetrometer to verify that that de-compaction was successfully done. The Contractor shall take penetration measurements every 6 inches across a transect perpendicular to the direction of the tractor and spanning the width of the subgrade soil preparation. Depths of penetration shall confirm that a minimum of 12 inches can be achieved without reaching 300 psi on the rod penetrometer pressure gage (approximately 30 pounds of pressure on the T-handle).

Existing subgrade shall be de-compacted to a depth of 14 inches. If multiple passes are needed, the subsequent passes shall be positioned so that the ripping equipment (subsoilers) from the previous pass are split by the subsequent pass. Following ripping, the Contractor shall remove all sticks, stones, debris, clods, and all other substances greater than 6 inches in diameter. The Contractor shall restrict motorized vehicle and foot traffic from passing over the ripped area since this would recompact the areas that received subgrade soil preparation.

The first 4 feet from the edge of pavement shall be ripped to a depth of 6 inches. If the project is going to use aggregate base course or recycled asphalt as a shouldering technique, those areas will not require subgrade soil preparation. Depth of soil ripping for the subgrade soil preparation shall be checked with the rod penetrometer.

The Contractor shall verify adequate de-compaction of the entire area to have topsoil placed using a rod penetrometer in the presence of the Engineer. Tests shall be performed at a minimum of ten random locations per each acre as selected by the Engineer. The Test shall verify that a depth of 12 inches of penetration into the soil can be achieved without reaching 300 psi on the rod penetrometer pressure gage (approximately 30 pounds of pressure on the T-handle). If this depth cannot be achieved for 80 percent of the penetrations, the Contractor shall re-rip the area at no additional cost to the Department.

207.06 Placement of Topsoil and Seeding Media. Topsoil and Seeding Media shall be hauled and placed at the locations disturbed and will be re-vegetated or as shown on the plans. The contractor shall place a minimum thickness of 6 inches and should only be handled when it is dry enough to work without damaging soil structure. Topsoil and Seeding Media shall be placed a minimum depth of twelve (12) inches when placed over riprap as required on the plans. No Topsoil or Seeding Media shall be placed below ordinary high water mark except as otherwise specified in bio-stabilization bank treatments.

Salvaged topsoil placement deeper than 6 inches is allowed if additional approved material is on-site.

Contractor shall place topsoil in a method that does not re-compact subgrade material using low ground-contact pressure equipment, or by excavators and/or backhoes operating adjacent to it.

The final grade shall be free of all materials greater than 4 inches in diameter within the designed clear zone for the project. Equipment not required for revegetation work will not be permitted in the areas of placed topsoil.

Soil amendments, seedbed preparation, and permanent stabilization mulching shall be accomplished within four working days of placing the topsoil on the de-compacted civil subgrades. If placed topsoil is not mulched with

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TOPSOIL

permanent stabilization mulch within four working days, the Contractor shall complete interim stabilization methods in accordance with subsection 208.04(e), at no additional cost to the Department. Time to perform the work may be extended for delays due to weather.

METHOD OF MEASUREMENT

207.07 Topsoil material will be measured by the actual number of cubic yards of topsoil placed and accepted. Subgrade soil preparation will be measured by the square yards of subgrade which is ripped and accepted for adequate de-compaction.

BASIS OF PAYMENT

207.08 The accepted quantities measured 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:

Pay Item	Pay Unit
Topsoil (Onsite)	Cubic Yard
Seeding Media	Cubic Yard
Topsoil (Offsite)	Cubic Yard
Topsoil (Wetland)	Cubic Yard
Subgrade Soil Preparation	Square Yard

Amendments for Topsoil (Onsite) and Seeding Media will be measured and paid for in accordance with Section 212.

Amendments for Topsoil (Offsite) will not be measured and paid for separately, but shall be included in the work.

Noxious Weed Management will be measured and paid for in accordance with Section 217.

Stockpiling or windrowing of topsoil will not be measured and paid for separately, but shall be included in the work.

Testing of Seeding Media and Topsoil (Offsite) will not be measured and paid for separately but shall be included in the work.

Rod penetrometer and associated verification testing of random locations will not be measured and paid for separately, but shall be included in the work.

The Site Pre-vegetation Conference will not be paid for separately, but shall be included in the work.

Additional passes with the ripping equipment to achieve the desired de-compaction will not be measured and paid for separately, but shall be included in the work.

Removing of clods, sticks, stones, debris, concrete, and asphalt in excess of 4 inches in any dimension for all topsoil and Seeding Media used within the designed clear zone for the project will not be measured and paid for separately, but shall be included in the work.

**REVISION OF SECTION 208
AS-CONSTRUCTED SURVEY**

Revise Sections 208 of the Standard Specifications as follows:

Add the following to Subsection 208.10(b):

(b) As-Constructed Survey. The Contractor shall complete an as-constructed survey of each Permanent Water Quality (PWQ) control measure (CM). Surveys are conducted on all PWQ CM for two reasons:

1. To provide initial location information for CDOT PWQ CM inventory, and
2. To provide necessary data for completion of the Pond Information Certification (PIC) for PWQ CM designed using the Water Quality Capture Volume (WQCV) Standard (Extended Detention Basin (EDB), Retention Pond, etc.).

The Contractor shall submit the as-constructed survey to the Project Engineer before payment for and final acceptance of any items required to construct the PWQ features. The electronic as-constructed survey shall conform to the requirements of Section 625, use Terrain Modeling Survey System (TMOSS) codes, and shall include the following information:

1. The Contractor's Professional Land Surveyor's (PLS) digital terrain model with the electronically sealed field-collected information report.
2. The PWQ survey shall include all horizontal and vertical reference points for all PWQ features as determined by the Contractor's surveyor.
3. The contours shall be shown at 1-foot intervals with major contours labeled at 5-foot increments.
4. The bottom of the EDB elevations along the toe of embankment slope and top and bottom of trickle channel elevations, to verify positive drainage throughout the basin with labels of features, elevation, and the WQCV elevation as shown on the plans.
5. The top of wall or dam elevation on the survey to verify freeboard (distance between high-water mark and top of wall or dam elevation) along the EDB, and the top width of the embankment along the perimeter of the EDB.
6. A detail of each forebay located at the outfall of each incoming storm drain into the EDB, including plan dimensions with tops of walls, tops of slabs, pipe invert elevations, and pipe diameters.
7. The basin location related to property lines (measured distances), right-of-way lines, buildings, roads, access paths, and other easements.
8. The details of the outlet control structure, including labels of features and elevations, and notes indicating if the features are the same as the design plan, or the reason they are different in the as-constructed survey.
9. The details, including labels and elevations of all grates, racks, screens, and any other materials intended to prevent clogging of the outlet structure orifices by debris of anykind. Label all features and elevations on the as-constructed deliverable CADD 3D model and Survey report.
10. The access and maintenance easements per the ROW plans around the EDB, including the maximum

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AS-CONSTRUCTED SURVEY

slope of the access easement.

11. The submitted CADD 3D model shall include the following:

- a. All control marks set per item 2, and other Project Controls as shown on the sealed Project Control diagram; ensure that contour lines are continuous, closed, unbroken polylines.
- b. Grade spot elevations and breaklines used to create the contours.
- c. Elevations for all applicable items listed in 2-10 above.
- d. Correct contours.
- e. Initial /EDB volume calculation report sealed by the PLS of the data collection.
- f. Geocoordinate system that conforms to project datum.
- g. Survey information shall be compatible with the latest 3D digital modeling software.

Submit the as-constructed survey, including field survey data, survey report, and electronic model files as a complete package to the Engineer. Allow 10 days for CDOT review of the field survey data.

If the field survey data, survey report or electronic model files indicate the control measure was incorrectly constructed, the Contractor shall perform necessary corrective work to the PWQ CM to ensure compliance with design, at no cost to the project, as directed by the Engineer. Payment will not be made for any PWQ items until corrections have been made and another survey has been completed, compared, and accepted.

The Contractor shall clean all Permanent Water Quality Control Measures before the PWQ Survey, final walkthrough and final acceptance.

Subsection 208.12 shall include the following:

Payment for the as-constructed survey of EDBs and associated items, including creating the electronic 3D CADD model and report, shall be included in Item 625 Construction Surveying.

**REVISION OF SECTION 208
EROSION CONTROL
(Under One Acre of Disturbance)**

Section 208 of the Standard Specifications is hereby deleted and replaced with the following:

DESCRIPTION

208.01 This work consists of constructing, installing, maintaining, and removing when required, control measures during the life of the Contract to prevent or minimize erosion, sedimentation, and pollution of any State waters as defined Section 101.

Stormwater runoff from all disturbed areas and soil storage areas for which permanent or interim stabilization is not implemented, must flow to at least one control measure to minimize sediment in the discharge. This shall be accomplished through filtering, settling, or straining. The control measure shall be selected, designed, installed, and adequately sized in accordance with good engineering, hydrologic, and pollution control practices. The control measures shall contain or filter flows in order to prevent the bypass of flows without treatment and shall be appropriate for stormwater runoff from disturbed areas and for the expected flow rate, duration, and flow conditions (i.e., sheet or concentrated flow).

The Contractor shall coordinate the construction of temporary control measures with the construction of permanent control measures to assure economical, effective, and continuous erosion and sediment control throughout the construction period.

When a provision of Section 208 or an order by the Engineer requires that an action be immediate or taken immediately, it shall be understood that the Contractor shall at once begin affecting completion of the action and pursue it to completion in a manner acceptable to the Engineer.

REVISION OF SECTION 208 EROSION CONTROL (Under One Acre of Disturbance)

MATERIALS

208.02 Erosion control materials are subject to acceptance in accordance with Section 106. Erosion control materials shall be subject to the following approval process:

Material	Approval Process	Notes:
Erosion Bales (Weed Free)	COC	The Contractor shall provide a transit certificate number or a copy of the transit certificate as supplied from the producer.
Silt Fence	COC	
Silt Berm	APL	
Erosion Log (Type 1, Type 2, and Type 3)	COC	
Silt Dikes	COC	
Pre-fabricated Concrete Washout Structures (above ground)	APL	
Pre-fabricated Vehicle Tracking Pad	APL	
Aggregate Bag	COC	
Storm Drain Inlet Protection (Type I, II, and III)	APL	
COC = Certificate of Compliance; APL= Approved Product List		

The material for control measures shall conform to the following:

- (a) *Erosion Bales.* Material for erosion bales shall consist of Certified Weed Free hay or straw. The hay or straw shall be certified under the Colorado Department of Agriculture Weed Free Forage Certification Program and inspected as regulated by the Weed Free Forage Act, Title 35, Article 27.5, CRS. Each certified weed free erosion bale shall be identified by blue and orange twine binding the bales.

The Contractor shall not place certified weed free erosion bales or remove their identifying twine until the Engineer has inspected them.

The Contractor may obtain a current list of Colorado Weed Free Forage Crop Producers who have completed certification by contacting the:

Colorado Department of Agriculture, Weed Free Forage Program,
305 Interlocken Pkwy, Broomfield, CO 80021

Contact the Weed Free Forage Coordinator at (303) 869-9038. Also available at www.colorado.gov/ag/csd.

Bales shall be approximately 5 cubic feet of material and weigh at least 35 pounds. Stakes shall be wood and shall be 1.5 inch by 1.5 inch by 30 inch actual.

REVISION OF SECTION 208 EROSION CONTROL (Under One Acre of Disturbance)

- (b) *Silt Fence*. Silt fence posts shall be wood with a minimum length of 46 inches. Wood posts shall be 1.5-inch width by 1.5-inch thickness actual dimensions with 1/8-inch tolerance. Geotextile shall be attached to wood posts with three or more staples per post.

Silt fence geotextile shall conform to the following requirements:

Physical Requirements for Silt Fence Geotextiles

Property	Wire Fence Supported Requirements	Self-Supported Requirements Geotextile Elongation <50%	Test Method
Grab Strength, lbs.	90 minimum	124 minimum	ASTM D4632
Permittivity sec-1	0.05	0.05	ASTM D4491
Ultraviolet Stability	Minimum 70% Strength Retained	Minimum 70% Strength Retained	ASTM D4355

Silt Fence (Reinforced). Silt fence posts shall be metal "studded tee" T-post with a minimum length of 66 inches. Metal posts shall be "studded tee" with 0.095-inch minimum wall thickness. Wire fabric reinforcement for the silt fence geotextile shall be a minimum of 14 gauge with a maximum mesh spacing of 6 inches. Geotextile shall be attached to welded wire fabric with ties or nylon cable ties at 12 inches on center at top, middle and bottom wire. Welded wire fabric shall be attached to the post with a minimum three 12-gauge wire ties per post. Vinyl or rubber safety caps shall be installed on all T-post.

- (c) *Temporary Berms*. Temporary berms shall be constructed out of compacted embankment (subsoil) and not out of salvaged topsoil.
- (d) *Temporary Slope Drains*. Temporary slope drains shall consist of fiber mats, plastic sheets, stone, concrete or asphalt gutters, half round pipe, metal or plastic pipe, wood flume, flexible rubber, or other materials suitable to carry accumulated water down the slopes. Outlet protection riprap shall conform to Section 506. Erosion control geotextile shall be a minimum Class 2, conforming to Section 712.
- (e) *Silt Berm*. Silt berm shall consist of permeable multi-use material consisting of ultraviolet (UV) stabilized high-density polyethylene or other approved material effective in reducing water velocity. Designed and tested system shall be installed on a Turf Reinforcement Mat or Soil Retention Blanket in accordance with Section 216. The segment shall be secured to the ground with either metal or wood stakes. Minimum requirements for securing stakes shall be in accordance with the plans. Dimensions of individual segments shall meet the following criteria:

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EROSION CONTROL
(Under One Acre of Disturbance)**

Width	6 - 11 inches
Height	6 - 10 inches
Weight	> 0.25 lbs./sq. ft.
Percent Open Area	20 – 50%

- (f) *Rock Check Dam*. Rock Check dams shall be constructed of stone. Stone shall meet the requirements of Section 506.
- (g) *Sediment Trap*. In constructing an excavated sediment trap, excavated soil may be used to construct the dam embankment, provided the soil meets the requirements of Section 203. Outlet protection riprap shall be the size specified in the Contract and shall conform to Section 506. Erosion control geotextile shall be a minimum Class 1, conforming to Section 712.
- (h) *Erosion Logs*. Erosion logs shall be one of the following types unless otherwise shown on the plans:
- (1) Erosion Log (Type 1) shall consist of cylinder casings filled with curled aspen wood excelsior with a consistent width of fibers evenly distributed throughout the log. The casing shall be seamless, photo-degradable tube netting. 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 cylinder casings filled with Erosion Log (Type 2) Compost in accordance with Section 212. The compost-wood chip blend may be pneumatically shot into a geotextile cylindrical casing or be pre-manufactured. The geotextile casing shall consist of high density polyethylene (HDPE) or polypropylene mesh (knitted, not extruded) with openings of $\frac{1}{8}$ to $\frac{3}{8}$ inch and contain the compost-wood chip material while not limiting water infiltration.
 - (3) Erosion Log (Type 3) shall consist of cylinder casings filled with curled aspen wood excelsior with a consistent width of fibers evenly distributed throughout the log. The casing shall be seamless, 100 percent natural fiber cylinder netting (compostable) and shall have minimum dimensions as shown in Table 208-1, based on the diameter of the log shown on the plans. Netting shall be a woven cotton or cellulose base mesh that has an approval to compost certification with a maximum mesh size of 0.075 inches and index values as shown in Table 208-2. The curled aspen wood excelsior shall be fungus free, resin free, and free of growth or germination inhibiting substances.

Natural compostable fiber netting shall not contain any synthetic material woven into the netting such as polypropylene, nylon, polyethylene, or polyester dyes. Oxo-degradable or oxo-biodegradable petrochemical-based fiber shall not be part of the netting material. Burlap netting material shall not be used for Erosion Log (Type 3).

Erosion Log (Type 1, Type 2, and Type 3) shall have minimum dimensions as shown in Table 208-1, based on the specified diameter of the log.

Table 208-1

REVISION OF SECTION 208 EROSION CONTROL (Under One Acre of Disturbance)

Dimensions of Erosion Logs

Diameter Type 1 & 3 (Inches)	Diameter Type 2 (Inches)	Length (feet)		Weight (minimum) (pounds/foot)	Stake Dimensions (Inches)
		Min.	Max.		
9	8	10	180	1.6	$\frac{3}{4}$ thickness by $\frac{3}{4}$ width by 18 long
12	12	10	180	2.5	1.5 thickness by 1.25 width by 24 long
20	18	10	100	4.0	1.5 thickness by 1.25 width by 30 long

Wood stake acceptable tolerance +/- 1/8 inch.

**Table 208-2
Index Values for Natural Fiber Netting**

Property	Requirement	Test Method
Fabric Tensile Strength	>70 lbs.	ASTM D3822
Biodegradable	100%	ASTM D5988
Mesh Pattern	Rib	

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

- (i) *Silt Dikes*. Silt dikes shall be pre-manufactured flexible sediment barrier that will fully rebound when driven over by heavy equipment. Material shall consist of outer geotextile fabric covering closed cell urethane or polyethylene foam core. The geotextile fabric aprons shall extend beyond the foam core a minimum of 8 inches on both sides.

**Table 208-3
Geotextile Requirements**

Property	Requirement	Test Method
Water Flow Rate	100-150 gallons per minute/square foot	ASTM D4491
Grab Breaking Load	200 lbs. minimum in each direction	ASTM D4632
Ultraviolet Degradation	70% of original unexposed grab breaking load after 500 hours	ASTM D4595

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Each silt dike segment shall have the following dimensions:

Dimension	Length
Vertical height after installation	>5 inches
Geotextile sleeve section to interlock segments	>8 inches

Silt dike segments shall be anchored down using the minimum requirements shown in Table 208-4.

**Table 208-4
Silt Dike Segment Requirements**

Surface	Nail	Washers
Soil Surface	Installed in 4 inch deep trench with 6 inch nails no more than 4 feet O.C. (on center)	1 inch washers
Hard Surface	1 inch concrete nails no more than 4 feet O.C.	1 inch washers and solvent-free adhesive

- (j) *Concrete Washout Structure.* The Contractor shall construct a washout structure that will contain washout from concrete placement, construction equipment cleaning operations, and residue from cutting, coring, grinding, grooving, and hydro-concrete demolition. Embankment required for the concrete washout structure may be excavated material, provided that this material meets the requirements of Section 203 for embankment. If the bottom of the excavated structure is within 5 feet of anticipated high ground water elevation or the soil does not have adequate buffering capacity to meet water quality standards, an impermeable synthetic liner shall be installed with the minimum properties shown in Table 208-5.

**Table 208-5
Impermeable Synthetic Liner Requirements**

Tested Property	Test Method	Units	Value
Thickness	ASTM D5199	mil	>30 +/- 1.5
Tear Strength	ASTM D1004	lbs.	>8
Low Temperature Impact	ASTM D1790	°F	Pass at -20

- (k) *Pre-Fabricated Concrete Washout Structure.* Pre-Fabricated Concrete Washout Structures shall be one of the following types unless otherwise shown on the plans:
- (1) Pre-Fabricated Concrete Washout Structure (Type 1). Type 1 portable bins shall be used only when specified in the Contract. It shall consist of a watertight multi-use container designed to contain liquid concrete washout wastewater, solid residual concrete waste from washout operations, and residue from saw cutting, coring, grinding, grooving, and hydro-concrete demolition. Minimum capacity including freeboard shall be 440 gallons.

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- (2) Pre-Fabricated Concrete Washout Structure (Type 2). Type 2 portable bins shall be used only when specified in the Contract. It shall consist of a watertight one-time use container designed to contain liquid concrete washout wastewater, solid residual concrete waste from washout operations, and residue from saw cutting, coring, grinding, grooving, and hydro-concrete demolition. The structure shall have a system to secure to the ground. Minimum capacity including freeboard shall be 50 gallons.
- (l) *Vehicle Tracking Pad (VTP)*. Aggregate for the vehicle tracking pad shall be crushed natural aggregate with at least two fractured faces that meets the following gradation requirements:

Sieve size	Percent by weight Passing Square Mesh Sieves
75 mm (3 inch)	100
50 mm (2 inch)	0-25
19.0 mm (¾ inch)	0-15

Recycled crushed concrete or asphalt shall not be used for vehicle tracking pads.

Erosion control geotextile shall be a minimum Class 2, conforming to Section 712.

Pre-Fabricated or manufactured vehicle tracking pads shall only be used if specified in the Contract. Multi-use pads shall consist of industrial grade materials and shall be designed to minimize sediment leaving the project.

Minimum dimensions of the modular systems shall be:

Width	12 feet
Length of pad	35 feet

To accommodate construction traffic turning radii between the tracking pad and a stabilized surface, additional flared sections of approved pads or aggregate in accordance with this specification shall be used at no additional cost to CDOT.

Weight (min.) (lbs./sq. ft.)	8
Crush strength (min.) (psi)	400

If pads weigh less than 8 pounds per square foot, an anchoring system approved by the manufacturer shall be used for pads placed on soil and hard surfaces.

A thin layer of stone, geotextile, or other stable surface may be required to stop rutting under the pad or area where the vehicles mount or dismount the manufactured trackout control device.

- (m) *Aggregate Bag*. Aggregate bags shall consist of crushed stone or recycled rubber filled fabric with the following properties:

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Diameter (inches)	Weight (minimum) (pounds per foot)
6-8	6
10	10
12	15

Rubber used in bags shall be clean, 95 percent free of metal and particulates.

Crushed stone contained in the aggregate bags shall conform to Table 703-1 for Coarse Aggregate No. 6.

The aggregate bag shall consist of a woven geotextile fabric with the following properties:

Property	Requirement	Test Method
Grab Tensile Strength	90 lbs. min.	ASTM D4632
Trapezoid Tear Strength	25 lbs. min.	ASTM D4533
Mullen Burst	300 psi	ASTM D3786
Ultraviolet Resistance	70%	ASTM D4355

- (n) *Storm Drain Inlet Protection.* Storm drain inlet protection shall consist of aggregate filled fabric with the following dimensions:

Storm Drain Inlet Protection Properties	Protection Types		
	Type I¹	Type II²	Type III³
Diameter	4 in.	4 in.	N/A
Minimum Section Length	7 ft.	5 ft.	5 ft.
Apron Insert	---	30 in. or sized to grate	30 in or sized to grate
¹ Type I protection shall be used with Inlet Type R. ² Type II protection shall be used with Combination Inlet. Option A or B ³ Type III protection shall be used with Vane Grate Inlet only. Option A or B Note: Options A and B are shown on Standard Plan M-208-1.			

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The Storm Drain Inlet Protection (Type I, II and III) shall consist of a woven geotextile fabric with the following properties:

Property	Test Method	Unit	Requirement
Grab tensile strength	ASTM D4632	lbs.	minimum 150X200
Mullen Burst Strength	ASTM D3786	lbs.	400
Trapezoid Tear Strength	ASTM D4533	lbs.	minimum 60X60
Percent Open Area	COE-22125-86	%	≥20
Water Flow Rate	ASTM D4491	gal./min./sq. ft.	≥100
Ultraviolet Resistance	ASTM D4355	%	≥70

Curb roll for Storm Drain Inlet Protection (Type I and II) shall have a weight >4 pounds per linear foot of device. The device shall be capable of conforming to the shape of the curb. Aggregate contained in the storm drain inlet device shall consist of gravel or crushed stone conforming Table 703-1 for Coarse Aggregate No. 6.

CONSTRUCTION REQUIREMENTS

208.03 Project Review, Schedule, and Erosion Control Management. Prior to construction the Contractor shall implement control measures in accordance with the approved project schedule as described in this section.

At the Pre-Construction Conference, the attendees shall discuss the Stormwater Management Plan (SWMP), maintaining water quality standards, sensitive habitats on-site, wetlands, other vegetation to be protected, and the enforcement mechanisms for not meeting the requirements of this specification. Prior to beginning construction, the Contractor shall evaluate the project site for storm water draining into or through the site. When such drainage is identified, control measures shall be used if possible to divert stormwater from running on-site and becoming contaminated with sediment or other pollutants. The diversion may be accomplished with a temporary pipe or other conveyance to prevent water contamination or contact with pollutants. Run-on water that cannot be diverted shall be treated as construction runoff and adequate control measures shall be employed.

The SWMP Administrator shall evaluate all non-stormwater coming onto the site, such as springs, seeps, and landscape irrigation return flow. If such flow is identified, control measures shall be used to protect off-site water from becoming contaminated with sediment or other pollutants.

The SWMP Administrator 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 control measure added to the SWMP site map.

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Prior to construction, the Contractor shall implement appropriate control measures for protection of wetlands, sensitive habitat, and existing vegetation from ground disturbance and other pollutant sources, in accordance with the approved project schedule as described in Section 208.

When additional control measures are required and approved by the Engineer, the Contractor shall implement the additional control measures and the SWMP Administrator shall record and describe them on the SWMP site map. The approved control measures will be measured and paid for in accordance with Section 208.

(a) *Project Review.* The Contractor shall submit modifications to the Contractor's control measures or SWMP in a written proposal to the Engineer. The written proposal shall include the following information:

- (1) Reasons for changing the control measures.
- (2) Diagrams showing details and locations of all proposed changes.
- (3) List of appropriate pay items indicating new and revised quantities.
- (4) Schedules for accomplishing all erosion and sediment control work.
- (5) Effects on certifications caused by the proposed changes.

The Engineer will approve or reject the written proposal in writing within seven days after receipt of the submittal. The Engineer may require additional control measures prior to approving the proposed modifications. Additional modifications and additional control measures will be paid for at the Contract Unit Price for the specific items involved. If no items exist, they will be paid for as extra work in accordance with Section 109.

(b) *Erosion and Sediment Control Activities.* The erosion and sediment control activities shall be included in the weekly meeting update. The project schedule shall specifically indicate the sequence of clearing and grubbing, earthwork operations, and construction of temporary and permanent erosion control features and stabilization. The project schedule shall include erosion and sediment control work for haul roads, borrow pits, storage, asphalt or concrete batch sites, and all areas within the project limits. If during construction the Contractor proposes changes which would affect the Contractor's control measures, the Contractor shall propose revised control measures to the Engineer for approval in writing. If necessary, the Contractor shall update proposed sequencing of major activities in the SWMP. Revisions shall not be implemented until the proposed measures have been approved in writing by the Engineer.

(c) *Erosion Control Management (ECM).* Erosion Control Management for this project shall consist of SWMP Administration and Erosion Control Inspection. All ECM staff shall have working knowledge and experience in construction, and shall have successfully completed the Transportation Erosion Control Supervisory Certificate Training (TECS) as provided by the Department. The Superintendent may be permitted to serve in an ECM role, unless otherwise specified in the contract.

1. *SWMP Administration.* The SWMP shall be maintained by a SWMP Administrator. The name of the SWMP Administrator shall be recorded on the SWMP. The SWMP Administrator shall have full responsibility to maintain and update the SWMP and identify all critical action items needed to maintain water quality standards:

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- (1) Complete the SWMP as described in Section 208.
- (2) Participate in the Pre-Construction Conference.
- (3) Attend erosion and sediment control meetings.
- (4) Implement necessary actions to reduce erosion or water quality problems, anticipated or presently existing, resulting from construction activities.
- (5) Ensure that all labor, material, and equipment needed to install, maintain, and remove control measures are available as needed.
- (6) During construction, the SWMP site map shall be updated to reflect current field conditions and include, at a minimum, the following if applicable:
 - (i) Limits of Construction (LOC).
 - (ii) Areas of disturbance (AD), including areas of borrow and fill.
 - (iii) Limits of Disturbance (LDA).
 - (iv) Areas used for storage of construction materials, equipment, soils, or wastes.
 - (v) Location of dedicated asphalt, concrete batch plants, and masonry mixing stations.
 - (vi) Location of construction offices and staging areas.
 - (vii) Location of work access routes during construction.
 - (viii) Location of waste accumulation areas, including areas for liquid, concrete, masonry, and asphalt.
 - (ix) Location of temporary, interim and permanent stabilization.
 - (x) Location of outfalls.
 - (xi) Flow arrows that depict stormwater flow directions on-site and runoff direction.
 - (xii) Location of structural and non-structural control measures.
 - (xiii) Location of springs, streams, wetlands, and other State waters, including areas that require pre-existing vegetation be maintained within 50 horizontal feet of a receiving water, unless infeasible.
 - (xiv) Location of stream crossings located within the construction site boundary.

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- (7) Start a new site map before the current one becomes illegible. All site maps shall remain as part of the SWMP.
- (8) Install control measures according to Standard Plans M-208-1, M-216-1, and M-615-1.
- (9) Record in the SWMP, the approved Method Statement for Containing Pollutant Byproducts.
- (10) Update the Potential Pollutants list in the SWMP and Spill Response Plan throughout construction.

2. Erosion Control Inspector (ECI).

The SWMP Administrator shall complete the duties of the ECI.

(1) ECI duties shall be as follows:

- (i) Inspect initial placement and adherence to approved SWMP and SWMP site plan control measures
- (ii) Assess the adequacy of control measures at the site to identify areas requiring new or modified control measures to minimize pollutant discharges.
- (iii) Identify all areas of concern that may impact water quality and, if necessary, implement corrective actions.
- (iv) Ensure all other agency Stormwater and inspection requirements are followed unless a waiver or other agreement has been made.

(2) The ECI shall immediately report to the Contractor and Engineer the following instances:

- (i) Noncompliance which may endanger health or the environment, regardless of the cause of the incident.
- (ii) Spills or discharges which exceeds any water quality standards.
- (iii) Upset conditions which cause an exceedance of any water quality standards.

(3) Document spills, leaks, or overflows that result in the discharge of pollutants. The ECI shall record the time and date, weather conditions, reasons for spill, and how it was remediated.

(d) *Documentation Available on the Project.* The following Contract documents and references shall be made available for reference at the CDOT field office during construction:

- 1. SWMP. The Engineer will provide an approved SWMP design (includes items (1) through (4) as listed below) at the Pre-construction Conference, which is and shall remain the property of CDOT. The following Contract documents and reports shall be included or kept maintained, (as applicable), and updated in the SWMP under the appropriate items by the SWMP Administrator:

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- (1) SWMP Plan Sheets – Notes, tabulation, site description, sequence of major activities, area of disturbance, existing soil data, existing vegetation percent cover, potential pollutant sources, receiving water, non-stormwater discharges and environmental impacts.
- (2) SWMP Site Maps and Project Plan Title Sheet, if included in the original contract.
- (3) Specifications – Standard and project special provisions related to stormwater and erosion control.
- (4) Standard Plans M-208-1, M-216-1 and M-615-1.
- (5) Control measure Details not in Standard Plan M-208-1 – project specific non-standard details.
- (6) All Water Quality Audit Reports and Form 105(s) relating to Water Quality, if applicable.
- (7) Spill Response Plan – Reports of reportable spills submitted to CDPHE.
- (8) List and Evaluation of Potential Pollutants – List of potential pollutants as described in Section 107 and approved Method Statement for Containing Pollutant Byproducts.
- (9) Other Correspondence including agreements with other Municipal Separate Storm Sewer System (MS4s), approved deferral request, CDPHE audit documentation.
- (10) TECS Certifications of the SWMP Administrator, kept current through the life of the project.
- (11) Pre-construction Conference – Conference agenda with a certification of understanding for maintaining water quality standards and SWMP. The certification shall be signed by all attendees. A certification shall also be signed by all attendees of meetings held for new subcontractors beginning work on the project that could adversely affect water quality after the Pre-construction Conference has been held, if applicable.
- (12) All Project Environmental Permits – All project environmental permits and associated applications and certifications, including, water quality standards, Senate Bill 40, USACE 404, temporary stream crossings, dewatering, biological opinions, and all other permits applicable to the project, including any separate permits obtained by the Contractor for staging area on private property, asphalt or concrete batch plant, etc.

The Engineer will incorporate the documents and reports available at the time of award. The Contractor shall provide and insert all other documents and reports as they become available during construction.

2. Reference Materials. The following Reference materials shall be used:

- (1) CDOT Erosion Control and Stormwater Quality Guide.
- (2) CDOT Erosion Control and Stormwater Quality Field Guide.

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(e) *Weekly Meetings*: If applicable, the Contractor shall conduct a weekly meeting with the Engineer and subcontractors to discuss construction activities that could adversely affect water quality, including the following:

- (1) Unresolved issues from observations.
- (2) Requirements of the SWMP.
- (3) Problems that may have arisen in implementing the site specific SWMP or maintaining control measures.
- (4) Control measures that are to be installed, removed, modified, or maintained, and associated SWMP modifications.
- (5) Planned activities that will affect stormwater in order to proactively phase control measures.

208.04 Control Measures for Stormwater. The SWMP Administrator shall modify the SWMP to clearly describe and locate all control measures implemented at the site to control potential sediment discharges.

Vehicle tracking pads shall be used at all vehicle and equipment exit points from the site to prevent sediment exiting the limits of construction (LOC) of the project site. Access shall be provided only at locations approved by the Engineer. The SWMP Administrator shall record vehicle tracking pad locations on the SWMP site map.

New inlets and culverts shall be protected during their construction. Appropriate protection of each culvert and inlet shall be installed immediately. When riprap is called for at the outlet of a culvert, it shall be installed within 24 hours of completion of each pipe. The Contractor shall remove sediment, millings, debris, and other pollutants from within the newly constructed drainage system, prior to use, at the Contractor's expense. All removed sediment shall be disposed of outside the project limits in accordance with all applicable regulations.

Concrete products wasted on the ground during construction including, but not limited to, excess concrete removed from forms, spills, slop, and all other unused concrete are potential pollutants that shall be removed from the site or contained at a pre-approved containment area that has been identified in the SWMP. The concrete shall be picked up and recycled in accordance with 6 CCR 1007-2 (CDPHE Regulations Pertaining to Solid Waste Sites and Facilities) at regular intervals, as needed, or as directed by the Engineer.

- (a) *Unforeseen Conditions*. The Contractor shall design and implement erosion and sediment control measures for correcting conditions unforeseen during the design of the project, or for emergency situations that develop during construction. The Department's Erosion Control and Stormwater Quality Guide shall be used as a reference document for the purpose of designing erosion and sediment control measures. Measures and methods proposed by the Contractor shall be reviewed and approved in writing by the Engineer prior to installation.
- (b) *Other Agencies*. If CDPHE, US Army Corps of Engineers (USACE), the Environmental Protection Agency (EPA), or a Local Agency reviews the project site and requires additional measures to prevent and control erosion, sediment, or pollutants, the Contractor shall cease and desist activities resulting in pollutant discharge and immediately implement these measures. If the work may

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negatively affect another MS4, the Contractor shall cease and desist activities resulting in the discharge and shall implement appropriate measures to protect the neighboring MS4, including installing additional measures. Implementation of these additional measures will be paid for at contract unit prices.

- (c) *Work Outside the Right of Way.* Disturbed areas, including staging areas, which are outside CDOT ROW and outside easements acquired by CDOT for construction, are the responsibility of the Contractor.
- (d) *Construction Implementation.* The Contractor shall incorporate control measures into the project as outlined in the accepted schedule.
- (e) *Stabilization.* Once earthwork has started, the Contractor shall maintain erosion control measures until permanent stabilization of the area has been completed and accepted. Clearing, grubbing and slope stabilization measures shall be performed regularly to ensure final stabilization. Failure to properly maintain erosion control and stabilization methods, either through improper phasing or sequencing will require the Contractor to repair or replace sections of earthwork at the Contractor's expense. The Contractor shall schedule and implement the following stabilization measures during the course of the project:
 - 1. *Temporary Stabilization.* At the end of each day, the Contractor shall stabilize disturbed areas by surface roughening, vertical tracking, or a combination thereof. Disturbed areas are locations where actions have been taken to alter the existing vegetation or underlying soil of a site, such as clearing, grading, road bed preparation, soil compaction, and movement and stockpiling of sediment and materials. Designated topsoil distributed on the surface or in stockpiles shall not receive temporary stabilization. Other stabilization measures may be implemented, as approved.
 - 2. *Interim Stabilization.* As soon as it is known with reasonable certainty that work will be temporarily halted for 14 days or more, sediment and material stockpiles and disturbed areas shall be stabilized using one or more of the specified following methods:
 - (1) Application of 1.5 tons per acres of mechanically crimped certified weed free hay or straw in combination with an approved organic mulch tackifier.
 - (2) Placement of bonded fiber matrix in accordance with Section 213.
 - (3) Placement of mulching (hydraulic) wood cellulose fiber mulch with tackifier, in accordance with Section 213.
 - (4) Application of spray-on mulch blanket in accordance with Section 213. Magnesium Chloride, Potassium Chloride and Sodium Chloride, or other salt products, shall not be used as a stabilization method.
 - (5) Topsoil stockpiles shall receive interim stabilization in accordance with Section 207, unless specified as a different material than the other disturbed areas on-site.
 - 3. *Summer and Winter Stabilization.* Summer and winter stabilization is defined as stabilization during months when seeding will not be permitted. As soon as the Contractor knows shutdown is to occur, interim stabilization shall be applied to the disturbed area. Protection of the interim stabilization method is required. Reapplication of interim stabilization may be required as

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directed.

4. **Permanent Stabilization.** Permanent stabilization is defined as the covering of disturbed areas with topsoil, seeding, mulching with tackifier, soil retention coverings, and such non-erodible methods as riprap, road shouldering, etc., or a combination thereof as required by the Contract. Other permanent stabilization techniques may be proposed by the Contractor, in writing, and shall be used when approved in writing by the Engineer. All permanent stabilization requirements shown on the plans shall be completed within four working days of the placement of the topsoil in accordance with Section 207.
 5. **Final Stabilization.** Final stabilization is achieved when all ground disturbing activities at the site have been completed, and uniform vegetative cover has been established with an individual plant density of at least 70 percent of pre-disturbance levels, or equivalent permanent physical erosion reduction methods have been employed.
- (f) **Maintenance.** Erosion and sediment control practices and other protective measures identified in the SWMP as control measures for stormwater pollution prevention shall be maintained in effective operating condition until final acceptance of the project. Control measures shall be continuously maintained in accordance with good engineering, hydrologic, and pollution control practices, including removal of collected sediment when silt depth is 50 percent or more of the effective height of the erosion control device. When possible, the Contractor shall use equipment with an operator rather than labor alone to remove the sediment.

Maintenance of erosion and sediment control devices shall include replacement of such devices upon the end of their useful service life as recommended by the Contractor and approved by the Engineer. Maintenance of rock check dams and vehicle tracking pads shall be limited to removal and disposal of sediment or addition of aggregate. Damages resulting from failure to maintain control measures shall be repaired at the Contractor's expense.

Site assessments shall be performed to assess the adequacy of control measures at the site and the necessity of changes to those control measures to ensure continued effective performance. Where site assessment results in the determination that new or replacement control measures are necessary, the control measures shall be installed to ensure continuous effectiveness. When identified, control measures shall be maintained, added, modified or replaced as soon as possible, immediately in most cases.

Approved new or replaced control measures will be measured and paid for in accordance with this section. Devices damaged due to the Contractor's negligence shall be replaced at the Contractor's expense.

From the time seeding and mulching work begins until project acceptance the Contractor shall maintain all seeded areas. Damage to seeded areas or to mulch materials shall be immediately restored. If damage is due to Contractor negligence, it shall be restored at the Contractor's expense. Restoration of other damaged areas will be measured and paid for under the appropriate bid item.

Temporary control measures may be removed prior to final acceptance of the project, as determined by the Engineer. If removed, the area in which these control measures were constructed shall be returned to a condition similar to that which existed prior to its disturbance. Removed control measures shall become the property of the Contractor. Maintenance shall be notified of the locations of any control measures left in place.

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If the Contractor fails to complete construction within the approved contract time, the Contractor shall continue erosion and sediment control operations at its expense until acceptance of the work.

Sediment removed during maintenance of control measures and material from street sweeping may be used in or on embankment, provided it meets the requirements of Section 203 and is distributed evenly across the embankment.

Whenever sediment collects on the paved surface, the surface shall be cleaned. Street washing will not be allowed. Storm drain inlet protection shall be in place prior to shoveling, sweeping, or vacuuming. Sweeping shall be completed with a pickup broom or equipment capable of collecting sediment. Sweeping with a kick broom will not be allowed.

Material from pavement saw cutting operations shall be cleaned from the roadway surface during operations using a vacuum. A control measure, such as a berm, shall be placed to contain slurry from joint flushing operations until the residue can be removed from the soil surface. Aggregate bags, erosion logs or other permeable control measures shall not be used. Residue shall not flow into driving lanes. It shall be removed and disposed of in accordance with Section 107. Material containment and removal will not be paid for separately, but shall be included in the work.

208.05 Construction of Control Measures. Control measures shall be constructed in accordance with Standard Plans M-208-1 and M-216-1, and with the following:

- (a) *Seeding, Mulching, Sodding, Soil Retention Blanket.* Seeding, mulching, sodding, and soil retention blanket installation shall be performed in accordance with Sections 212, 213, and 216.
- (b) *Erosion Bales.* The bales shall be anchored securely to the ground with wood stakes. Erosion Bales shall be entrenched 4 inches minimum into the soil, tightly abutted with no gaps, staked, and backfilled around the entire outside perimeter. Erosion Bales cannot be used for Check Dams.
- (c) *Silt Fence.* Silt fence shall be installed in locations as per M standard plans 208-1 and as specified in the Contract.
- (d) *Temporary Berms.* Berms shall be constructed to the dimensions as per M 208-1 standard plans and as shown in the Contract, and sufficiently compacted to prevent erosion or failure. If the berm erodes or fails, it shall be immediately repaired or replaced at the Contractor's expense. Berms must be at least 18 inches tall or high enough to prevent overtopping. Berms must have a minimum of 4 to 6-foot base. Gradient of all receiving area above berm must be less than 2:1, or flatter. Outlets of anticipated flow from captured water behind berms must be designed with additional control measures suitable to control concentrated flow. Maximum drainage area for each outlet must be limited to 2 acres.
- (e) *Temporary Diversion.* Diversions shall be constructed to the dimensions as per M standard plans 208-1 and as shown in the Contract and graded to drain to a designated outlet. The berm shall be sufficiently compacted to prevent erosion or failure. If the diversion erodes or fails, it shall be immediately repaired or replaced at the Contractor's expense.
- (f) *Temporary Slope Drains.* Temporary slope drains shall be installed prior to installation of permanent facilities or growth of adequate ground cover on the slopes. All temporary slope drains shall be securely anchored to the slope. The inlets and outlets of temporary slope drains shall be protected to

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prevent erosion. Ensure drainage area for every slope drain is smaller than 5 acres. Ensure pipe or channel is properly sized, and for drainage areas larger than 1 acre the pipe size must be designed by an Engineer to ensure the drainage structure can accommodate the runoff resulting from a 2-year, 24-hour storm event. The use of prefabricated flared inlet sections is recommended.

- (g) *Silt Berm.* Prior to installation of silt berms, the Contractor shall prepare the surface of the areas in which the berms are to be installed such that they are free of materials greater than 2 inches in diameter and are suitably smooth for the installation of the silt berms, as approved. See M standard 208-1 for details. Silt berms shall be secured with spikes. The Contractor shall install the silt berm in a manner that will prevent water from going around or under the silt berm. Silt berms shall be installed on top of soil retention blanket or turf reinforcement blanket.
- (h) *Rock Check Dam.* Rock shall be installed at locations shown on the plans. Rock check dams shall conform to the dimensions shown on the plans. The Geotextile Erosion Control shall be Class 2 and conform to the requirements of Section 712, and shall extend up $\frac{3}{4}$ of the riprap height with 6inch minimum cover over geotextile. Rock Check Dam shall be installed within a ditch sub excavated 6 inches below the flow line. The ends of the rip rap check dam shall be a minimum of 6 inches higher than the center of the check dam. Stone shall meet the requirements of Section 506. Larger rocks with larger void spaces should be used on top. See M standard 208-1 for details.
- (i) *Riprap Outlet Protection.* Geotextile used shall be protected from cutting or tearing. Overlaps between two pieces of geotextile shall be 1-foot minimum. Riprap size shall be in accordance with Section 506 and as shown on the plans.
- (j) *Storm Drain Inlet Protection.* Prior to installation, the Contractor shall sweep the surface of the area in which the storm drain inlet protection devices are to be installed such that the pavement is free of sediment and debris. The ends of the inlet protection Type 1 and Type 2 shall extend a minimum of 1 foot past each end of the inlet.

The Contractor shall remove all accumulated sediment and debris from the surface surrounding all storm drain inlet protection devices after each rain event or as directed. The Contractor shall remove accumulated sediment from each Type II and III containment area when it is more than one third full of sediment, or as directed.

The Contractor shall protect storm drain facilities adjacent to locations where pavement cutting operations involving wheel cutting, saw cutting, sand blasting, or abrasive water jet blasting are to take place.

- (k) *Sediment Trap.* Sediment traps shall be installed to collect sediment laden water and to minimize the potential of pollutants leaving the project site. Locations shall be in accordance with M standard 208-1 and as shown on the plans or as directed.

Sediment traps shall be constructed prior to disturbance of upslope areas and shall be placed in locations where runoff from disturbed areas can be diverted into the trap.

The area under the embankment shall be cleared, grubbed, and stripped of any vegetation and roots.

Fill material for the embankment shall be free of roots or other vegetation, organic material, large stones, and other objectionable material.

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Sediment shall be removed from the trap when it has accumulated to one half of the wet storage depth of the trap and shall be disposed of in accordance with Section 208.

- (l) *Erosion Logs.* Erosion logs shall be embedded 2 inches into the soil. Stakes shall be embedded so that the top of the stake does not extend past the top erosion log more than 2 inches, at the discretion of the Engineer, a shallower stake depth may be permitted if adverse site conditions are encountered, e.g. rock or frozen ground.

The Contractor shall maintain the erosion logs during construction to prevent sediment from passing over or under the logs. See M standard 208-1 for details.

- (m) *Silt Dikes.* Prior to installation of silt dikes, the Contractor shall prepare the surface of the areas in which the silt dikes are to be installed such that they are free of materials greater than two inches in diameter and are suitably smooth for the installation of the silt dikes, as approved by the Engineer.
- (n) *Concrete Washout Structure.* The concrete washout structure shall meet or exceed the dimensions shown on the plans. Work on this structure shall not begin until written acceptance of location is provided by the Engineer. See M standard 208-1 for details.

Control measures designed for concrete washout waste shall be implemented. If the bottom of the excavated structure is within 5 feet of anticipated high ground water elevation or the soil does not have adequate buffering capacity to meet water quality standards, an impermeable synthetic liner shall be installed with the minimum properties shown in Table 208-5 or use a prefabricated washout.

The following requirements shall be met:

- (1) The structure shall contain all washout water.
- (2) Stormwater shall not carry wastes from washout and disposal locations.
- (3) The site shall be located a minimum of 50 horizontal feet away from State waters and shall meet all requirements for containment and disposal as defined in Section 107.
- (4) The site shall be signed as "Concrete Washout".
- (5) The site shall be accessible to appropriate vehicles.
- (6) Freeboard capacity shall be included in the structure design to reasonably ensure the structure will not overtop during or because of a precipitation event.
- (7) The Contractor shall prevent tracking of washout material out of the washout structure.
- (8) Solvents, flocculants, and acid shall not be added to wash water.
- (9) The structure shall be surrounded on three sides by a compacted berm.
- (10) The structure shall be fenced with orange plastic construction fencing conforming to Section 607, to provide a barrier to construction equipment and to aid in identification of the concrete washout area.

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- (11) Concrete waste, liquid and solid, shall not exceed $\frac{2}{3}$ the storage capacity of the washout structure.
- (12) A concrete washout sign shall have letters at least 3 inches high and conform to Section 630.
- (o) *Pre-fabricated concrete washout structures (Type 1 and Type 2)*. Structures and sites shall meet the following requirements:
 - (1) Structure shall contain all washout water. If bins are determined to be leaking, the Contractor shall replace the bin on-site and clean up the spilled material and dispose of it properly.
 - (2) Structure shall be located a minimum of 50 horizontal feet away from State waters, and shall be confined so that no potential pollutants will enter State waters and other sensitive areas as defined in the Contract. Locations shall be as approved by the Engineer. The pre-fabricated structure shall be signed as "Concrete Washout". Sign can be on portable bin.
 - (3) The site shall be accessible to appropriate vehicles.
 - (4) Washout bins shall be covered with a tarp tied down to the structure or staked to the ground when a storm event is anticipated.
 - (5) Solvents, flocculants, and acid shall not be added to wash water.
 - (6) Concrete waste, liquid and solid, shall not exceed $\frac{2}{3}$ the storage capacity of the washout structure.
 - (7) Prefabricated structures cannot be moved when they contain liquid, unless otherwise approved.
 - (8) The concrete washout structure shall be installed and ready for use prior to concrete placement operations.
 - (9) Washout areas shall be checked and maintained as required. On-site permanent disposal of concrete washout waste is not allowed.

All liquid and solid wastes, including contaminated sediment and soils generated from concrete washout shall be hauled away from the site and disposed of properly at the Contractor's expense.

Delivery to the site shall not occur until written acceptance is provided by the Engineer for both the product and the concrete waste disposal facility.
- (p) *Vehicle Tracking Pad (VTP)*. Vehicle tracking pads shall be constructed to the minimum dimensions shown in the Contract, unless otherwise directed by the Engineer. Construction of approved vehicle tracking pads shall be completed before any disturbance of the area.

The Contractor shall maintain each vehicle tracking pad during the entire time that it is in use for the project. The vehicle tracking pad shall be removed at the completion of the project unless otherwise directed by the Engineer. Additional aggregate may be required for maintenance and will be paid for under Pay Item, Maintenance Aggregate (Vehicle Tracking Pad).

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- (q) *Detention Pond.* Permanent detention ponds shown on the construction plans may be used as temporary control measures if all the following conditions are met:
- (1) The pond is designated as a construction control measure in the SWMP.
 - (2) The pond outfall and outlet are designed and implemented for use as a control measure during construction in accordance with good engineering, hydrologic, and pollution control practices. The stormwater discharges from the outfall shall not cause degradation or pollution of State waters, and shall have control measures, as appropriate.
 - (3) All silt shall be removed and the pond returned to the design grade and contour prior to project acceptance.
- (r) *Aggregate Bag.* Aggregate bags shall be placed on a stable surface, consisting of hardscape or compacted gravel. If approved by the Engineer, the aggregate bag may be placed on compacted dirt areas, where bags conform to the surface and can effectively minimize sediment transport. Aggregate bags can be used on frozen ground when other control measures cannot be trenched or staked, but only until the ground is capable of being trenched and staked. Aggregate bags shall not be placed in concentrated flow areas, other than gutter pans. Aggregate bags shall be placed to conform to the surface without gaps to ensure that discharge water does not cause erosion. See M standard 208-1 for details.
- (s) *Surface roughening.* Surface roughening creates horizontal grooves along the contour of the slope. Roughening may be accomplished by furrowing, scarifying, ripping, or disking the soil surface to create a 2 to 4-inch minimum variation in soil surface.
- (t) *Vertical Tracking.* Vertical tracking involves driving a tracked vehicle up and down the soil surface and creating horizontal grooves and ridges along the contour of the slope. Sandy soils or soils that are primarily rock need not be tracked.

208.06 Materials Handling and Spill Prevention. The SWMP Administrator 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 a Spill Response Plan in place as specified in Section 107 or Section 208. Construction equipment, fuels, lubricants, and other petroleum distillates shall not be stored or stockpiled within 50 horizontal feet of any State waters or more if the Contractor determines necessary. Equipment fueling and servicing shall occur only within approved designated areas.

- (a) *Bulk storage structures.* Bulk storage structures for petroleum products and other chemicals shall have impervious secondary containment or equivalent adequate protection so as to contain all spills and prevent any spilled material from entering State waters. Secondary containment shall be capable of containing the combined volume of all the storage containers plus at least 10 percent freeboard. For secondary containment that is used and may result in accumulation of stormwater within the containment, a plan shall be implemented to properly manage and dispose of all accumulated stormwater which is deemed to be contaminated (e.g., has an unusual odor or sheen).
- (b) *Lubricant Leaks.* The Contractor shall inspect equipment, vehicles, and repair areas daily to ensure petroleum, oils, and lubricants (POL) are not leaking onto the soil or pavement. Absorbent material or containers approved by the Engineer shall be used to prevent leaking POL from reaching the soil or

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pavement. The Contractor shall have onsite approved absorbent material or containers of sufficient capacity to contain any POL leak that can reasonably be foreseen. The Contractor shall inform all Spill Response Coordinators in accordance with the Spill Response Plan if unforeseen leakage is encountered. All materials resulting from POL leakage control and cleanup shall become the property of the Contractor and shall be removed from the site. Control, cleanup, and removal of by-products resulting from POL leaks shall be performed at the Contractor's expense.

- (c) *Spill Response Plan.* A Spill Response Plan shall be developed and implemented to establish operating procedures for handling potential pollutants and preventing spills.

The Response Plan shall contain the following information:

- (1) Identification and contact information of each Spill Response Coordinators.
- (2) Locations of areas on the project site where equipment fueling and servicing operations are permitted.
- (3) Location of cleanup kits.
- (4) Quantities of chemicals and locations stored on site.
- (5) Label system for chemicals and Safety Data Sheets (SDS) for products.
- (6) Clean up procedures to be implemented in the event of a spill that does not enter State waters or ground water.
- (7) Procedures for spills of any size that enter surface waters or ground water, or have the potential to do so. CDOT's Erosion Control and Stormwater Quality Guide contains spill notification contacts and phone numbers required in the Spill Response Plan.
- (8) A summary of the employee training provided.

Information in items (1) through (8) shall be updated in the SWMP when they change.

208.07 Stockpile Management. Material stockpiles shall be located 50 horizontal feet away from State waters, and shall be confined so that no potential pollutants will enter State waters and other sensitive areas as defined in the Contract. Locations shall be approved by the Engineer.

Erodible stockpiles (including topsoil) shall be contained with acceptable control measures at the toe (or within 20 feet of the toe) throughout construction. Control measures shall be approved by the Engineer. The SWMP Administrator shall describe, detail, and record the sediment control devices on the SWMP.

208.08 Limits of Disturbance. 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 activities which would disturb existing soil conditions. Staging areas within the LDA shall be as approved by the Engineer. 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 SWMP Administrator shall tabulate additional disturbances not identified in the SWMP. If the disturbance at any time exceeds 1 acre (including as part of a common

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plan of development), the Contractor will need to apply for a Colorado Discharge Permit System-Stormwater Construction Permit (CDPS-SCP) and comply with all of CDOT's over one acre specifications.

The Contractor shall pursue stabilization of all disturbances to completion.

208.09 Regulatory Mechanism for Water Quality. Failure to implement the Stormwater Management Plan is a violation of the Colorado Water Quality Control Act. Penalties may be assessed to the Contractor by the appropriate agencies. All fines assessed to the Department for the Contractor's failure to implement the SWMP will be deducted from monies due the Contractor.

The Contractor shall be subject to liquidated damages for incidents of failure to perform erosion control as required by the Contract. Liquidated damages will be applied for failure to comply with these specifications, including the following:

- (1) Failure of the Contractor to implement necessary actions required by the Engineer as required by this section.
- (2) 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 schedule.
- (3) Failure to stabilize disturbed areas as required by this section.
- (4) Failure to replace or perform maintenance on an erosion control feature after notice from the Engineer to replace or perform maintenance as required by this section.
- (5) Failure to remove and dispose of sediment from control measures as required.
- (6) Failure to install and properly utilize a concrete washout structure for containing washout from concrete placement operations.
- (7) Failure to perform permanent stabilization as required by this section.
- (8) Failure to prevent discharges not composed entirely of stormwater from leaving the construction site.
- (9) Failure to provide the survey of Permanent Water Quality features when required on the project in accordance with this section.

The Engineer will immediately notify the Contractor of each incident of failure to perform erosion control in accordance with any water quality standards, specifications, including items (1) through (9) above by issuing a Form 105. Correction shall be made as soon as possible, immediately in most cases, 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 \$970 for each day after the 48-hour period has expired that one or more of the incidents of failure to perform the requirements for each Form 105 remains uncorrected. Liquidated damages will begin at Midnight of the date on which the 48 hours has expired.

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This deduction will not be considered a penalty, but will be considered liquidated damages based on estimated additional construction engineering costs. The liquidated damages will accumulate, for each cumulative day that one or more of the incidents remain uncorrected. The number of days for which liquidated damages are assessed will be cumulative for the duration of the project; that is: the damages for a particular day will be added to the total number of days for which liquidated damages are accumulated on the project. The liquidated damages will be deducted from any monies due the Contractor.

If all other failures are not corrected within 48 hours after liquidated damages have begun to be assessed, the Engineer will issue a Stop Work Order in accordance with Section 105. Work shall not resume until the Engineer has approved a written corrective action plan submitted by the Contractor that includes measures to prevent future violations and a schedule for implementation.

If the Contractor requires more than 96 hours to perform the corrective work from the date on the Form 105, the Contractor shall submit a request for deferment. The deferment request shall be in writing and shall include the specific failure, temporary measures until final correction is made, the methodology which will be employed to make the correction, and interim milestones to completing the work. The Region Water Pollution Control Manager (RWPCM), Engineer, the SWMP Administrator, and the Contractor shall concur on this deferral and set a proposed date of completion. If approved, the Contractor shall complete the corrective measures by Midnight of the proposed completion date. If corrective work is not corrected by the completion date the Engineer will issue a Stop Work Order. Liquidated Damages will apply retroactively back to the 48 hours after the Form 105 date of notification. Liquidated Damages will be assessed until the corrective work has been completed and accepted.

Deferment of work to correct failures to perform erosion control will not affect the Contractor's other contractual responsibilities, notifications for other non-compliance, nor the final completion date of the project. Liquidated Damages for other non-compliance notifications will continue to apply during the deferment period in addition to liquidated damages associated with the deferment.

Based on the submittal date of the approved deferment, Liquidated Damages and a Stop Work Order may not be mandated to the Contractor.

Disagreements regarding the suggested corrective action for a control measure compliance issue between the Project Engineer, SWMP Administrator, and Superintendent, shall be discussed with the Resident Engineer and Region Water Pollution Control Manager. If after the discussions, the Project Engineer and the Contractor are still in disagreement and the Contractor believes that additional compensation is owed, the Contractor shall 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 an agreement with the Project Engineer, then the Contractor can follow the dispute process outlined in Section 105.

If the Contractor's corrective action plan and schedule are not submitted and approved within 96 hours of the initial notice, the Engineer will issue a Stop Work Order and have an on-site meeting with the Superintendent, SWMP Administrator, 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 and these specifications by utilizing CDOT Maintenance personnel or other non-Contractor forces and deduct the cost from any monies due or to become due to the Contractor pursuant to Section 105. Delays due to these Stop Work Orders shall be considered non-excusable. The Stop Work Order shall be in place until the project is in compliance.

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If the Contractor remains non-responsive to requirements of the on-site meeting, the Engineer will start default or Contract termination procedures in accordance with Section 108. CDOT will proceed with corrective or disciplinary action in accordance with the Rules for Prequalification, Debarment, Bidding and Work on Transportation, Road, Highway and Bridge Public Projects.

When a failure meets any one of the following conditions, the Engineer will immediately issue a Stop Work Order in accordance with Section 105 irrespective of any other available remedy:

- (1) It may endanger health or the environment.
- (2) It consists of a spill or discharge of hazardous substances or oil which may cause pollution of the waters of the state.
- (3) It consists of a discharge which may cause a violation of water quality standards.

208.10 Items to Be Completed Prior to Requesting Partial Acceptance of Water Quality Work.

- (a) *Reclamation of Washout Areas.* After concrete operations are complete, washout areas shall be reclaimed in accordance with this section at the Contractor's expense.
- (b) *Survey.* When Permanent Water Quality (PWQ) control measures are required on the project and once built, the Contractor shall survey the control measures to confirm that the PWQ control measures conform to the configuration, grade, and volume shown on the plans. The survey shall conform to Section 625. The results of the survey shall be submitted in accordance with CDOT's Survey Manual (AutoCAD to GIS and TMOSS Codes), or GIS with attribute tables, showing both designed and final elevations and configurations. Paper versions of the drawings shall be submitted with the stamp and seal of the Contractor's Surveyor.

PWQ control measures that do not meet the Contract requirements will be identified in writing by the Engineer, and shall be repaired or replaced at the Contractor's expense. Correction surveys shall be performed at the Contractor's expense to confirm the locations, dimensions, and volume certification (for water quality capture volume structures only) of each PWQ control measure. The Engineer, CDOT Hydraulics Engineer for the region, Headquarters Permanent Water Quality Manager, and Headquarters Maintenance staff will perform a walkthrough of the PWQ control measures to confirm conformance to material requirements, locations, and dimensions. Before the walkthrough, the Contractor shall provide the corrected survey to the Engineer, Regional, and Headquarters Permanent Water Quality Managers.

- (c) *Locations of Temporary Control Measures.* The Engineer will identify locations where modification, cleaning, or removal of temporary control measures are required and will provide these in writing to the Contractor. Upon completion of work required, the SWMP Administrator shall modify the SWMP to provide an accurate depiction of control measures to remain on the project site.

All punch list and walkthrough items shall be completed and approved by the Engineer and Maintenance.

METHOD OF MEASUREMENT

208.11 Erosion Control Management on projects having less than one acre of total disturbed area will not be measured and paid for separately but shall be included in the work, unless otherwise specified in the contract (bid schedule). If contracted, ECM work will be measured as the actual number of days of ECM

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work performed, regardless of the number of personnel required for SWMP Administration and Erosion Control Inspection, including erosion control inspections, documentation, meeting participation, SWMP Administration, and the preparation of the SWMP. If the combined hours of SWMP Administration and Erosion Control Inspection is four hours or less in a day, the work will be measured as ½ day. If the combined hours of SWMP Administration and Erosion Control Inspection is more than four hours in a day, the work will be measured as one day. Total combined hours of ECM work exceeding eight hours in a day will still be paid as one day.

Erosion bales and rock check dams will be measured by the actual number installed and accepted.

Silt fence, silt berms, erosion logs, aggregate bags, silt dikes, temporary berms, temporary diversions, and temporary slope drains, will be measured by the actual number of linear feet that are installed and accepted. Measured length will not include required overlap.

Concrete washout structure will be measured by the actual number of structures that are installed and accepted.

Pre-fabricated concrete washout structures will be measured by the actual number of structures delivered to the site. It shall not include structures moved on-site.

Storm drain inlet protection will be measured by linear foot or actual number of devices that are installed and accepted.

Sediment trap quantities will be measured by the actual number installed and accepted.

Removal of trash that is not generated by construction activities will be measured by the actual number of hours that Contractor workers actively remove trash from the project. Each week the Contractor shall submit to the Engineer a list of workers and the hours spent collecting such trash.

Removal of accumulated sediment from traps, basins, areas adjacent to silt fences and erosion bales, and other clean out excavation of accumulated sediment, and the disposal of such sediment, will be measured by the number of hours that equipment, labor, or both are used for sediment removal.

Vehicle tracking pads will be measured by the actual number constructed and accepted.

Additional aggregate required for maintaining vehicle tracking pads will be measured as the actual number of cubic yards installed and accepted.

Pre-fabricated vehicle tracking pads will be measured by the actual number of pads delivered to the site and set up to the minimum dimensions. It shall not include pads moved on-site.

BASIS OF PAYMENT

208.12 Control measures will be paid for at the Contract unit price for each of the items listed below that appear in the contract. Erosion Control management (ECM) duties on projects having less than one acre of total disturbed area will not be measured and paid for separately but shall be included in the work, unless otherwise specified in the contract.

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Payment will be made under:

Pay Item	Pay Unit
Aggregate Bag	Linear Foot
Concrete Washout Structure	Each
Erosion Bales (Weed Free)	Each
Erosion Control Management	Day (If in the contract)
Erosion Log (Type 1) (____ Inch)	Linear Foot
Erosion Log (Type 2) (____ Inch)	Linear Foot
Erosion Log (Type 3) (____ Inch)	Linear Foot
Pre-Fabricated Concrete Washout Structure (Type 1)	Each
Pre-Fabricated Concrete Washout Structure (Type 2)	Each
Pre-Fabricated Vehicle Tracking Pad	Each
Maintenance Aggregate (Vehicle Tracking Pad)	Cubic Yard
Removal and Disposal of Sediment (Equipment)	Hour
Removal and Disposal of Sediment (Labor)	Hour
Removal of Trash	Hour
Rock Check Dam	Each
Sediment Basin	Each
Sediment Trap	Each
Silt Berm	Linear Foot
Silt Dike	Linear Foot
Silt Fence	Linear Foot
Silt Fence (Reinforced)	Linear Foot
Storm Drain Inlet Protection (Type__)	Linear Foot
Storm Drain Inlet Protection (Type__)	Each
Sweeping (Sediment Removal)	Hour
Temporary Berm	Linear Foot
Temporary Diversion	Linear Foot
Temporary Slope Drain	Linear Foot
Vehicle Tracking Pad	Each

Modifications to the SWMP due to construction errors or survey errors by the Contractor shall be made at the Contractor's expense.

Surface roughening and vertical tracking (temporary stabilization) will not be measured and paid for separately but shall be included in the work. Payment for each control measure item will be full compensation for all work and materials required to furnish, install, maintain, and remove the control measure when directed.

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Payment for Removal and Disposal of Sediment (Equipment) will be full compensation for use of the equipment, including the operator. Payment for Removal and Disposal of Sediment (Labor) will be full compensation for use of the labor.

Payment for concrete washout structure, whether constructed or prefabricated, will be full compensation for all work and materials required to install, maintain, and remove the item. Maintenance and relocation, as required, of these structures throughout the duration of the project will not be measured and paid for separately, but shall be included in the work.

Silt berm spikes and wood spikes will not be measured and paid for separately, but shall be included in the work. When required, soil retention blankets will be measured and paid for in accordance with Section 216.

Compost and wood stakes for Erosion Log (Type 2) will not be measured and paid for separately, but shall be included in the work.

Spray-on mulch blankets required by the Contract, including those used in both interim and final stabilization, will be measured and paid for in accordance with Section 213.

Payment for storm drain inlet protection will be full compensation for all work, materials, and equipment required to complete the item, including surface preparation, maintenance throughout the project, and removal upon completion of the work. Aggregate will not be measured and paid for separately, but shall be included in the work.

Sweeping, when used as a control measure as shown in the Contract, will be measured by the number of hours that a pickup broom or equipment capable of collecting sediment, authorized by the Engineer, is used to remove sediment from the roadway or other paved surfaces. Each week the Contractor shall submit to the Engineer a statement detailing the type of sweeping equipment used and the number of hours it was used to pick up sediment. The operator will not be measured and paid for separately, but shall be included in the work.

Stakes, anchors, connections, geotextile, riprap, and tie downs used for temporary slope drains will not be measured and paid for separately, but shall be included in the work.

Payment for vehicle tracking pad will be full compensation for all work, materials and equipment required to construct, maintain, and remove the entrance upon completion of the work. Aggregate and geotextile will not be measured and paid for separately, but shall be included in the work. If additional aggregate for maintenance of vehicle tracking pads is required, it will be measured by the cubic yard in accordance with Section 304 and will be paid for under this Section as Maintenance Aggregate (Vehicle Tracking Pad).

Seeding, sod, mulching, soil retention blanket, and riprap will be measured and paid for in accordance with Sections 212, 213, 216, and 506.

All work and materials required to perform the permanent control measure survey and furnish the electronic files shall be included in the original unit price bid for surveying. Surveying will be measured and paid for in accordance with Section 625.

Payment will be made for control measures replaced as approved by the Engineer. Temporary erosion and sediment control measures required due to the Contractor's negligence, carelessness, or failure to

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install permanent controls as a part of the work as scheduled or ordered by the Engineer or for the Contractor's convenience, shall be performed at the Contractor's expense. If the Contractor fails to complete construction within the contract time, payment will not be made for Section 208 pay items for the period of time after expiration of the contract time. These items shall be provided at the Contractor's expense.

REVISION OF SECTION 212
SOIL AMENDMENTS, SEEDING, AND SODDING

Section 212 of the Standard Specifications is hereby deleted for this project and replaced with the following:

DESCRIPTION

212.01 This work consists of application of fertilizer, soil amendments, seedbed preparation, and placing seed and sod.

Substitutions from this specification will not be allowed unless submitted in writing to the Engineer and approved by the Region or Headquarters Landscape Architect.

MATERIALS

212.02 Seed, Fertilizers, Soil Conditioners, Mycorrhizae, Elemental Sulfur, and Sod.

(a) *Seed.* Seed shall be delivered to the project site in sealed bags tagged by a registered seed supplier conforming to the requirements of the Colorado Seed Act, CRS 35-27-111(1). Seed used on the project shall not be in the Contractor's possession for more than 30 days from the date of pickup or delivery on the seed vendors packing slip. Bags which have been opened or damaged prior to Engineer inspection will be rejected. The State required legal tags shall remain on the bag until opened and the seed is placed in either the drill or hydraulic seeders in the presence of the Engineer. The Engineer shall remove all tags after seed has been planted. Each seed tag shall clearly show the following:

- (1) Name and address of the supplier
- (2) Botanical and common name for each species
- (3) Lot numbers
- (4) Percent by weight of inert ingredients
- (5) Guaranteed percentage of purity and germination
- (6) Pounds of Pure Live Seed (PLS) of each seed species
- (7) Total net weight in pounds of PLS in the sealed bag
- (8) Calendar month and year of test date

Seeds shall be free from all noxious weed seeds in accordance with Colorado Seed Act (CRS 35-17) prohibited noxious weed seed list.

Weed seed content shall not exceed the requirements in part 7.2 of the Colorado Department of Agriculture's Seed Act Rules and Regulations.

Seed which has become wet, moldy, or damaged in transit or in storage will not be accepted.

Seed and seed labels shall conform to all current State regulations and to the testing provisions of the Association of Official Seed Analysis. Computations for quantity of seed required on the project shall include the percent of purity and percent of germination.

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The Contractor shall store seed under dry conditions, at temperatures between 35 °F to 90 °F, under low humidity and out of direct sunlight. The Contractor shall provide the location of where seed is stored and access to stored seed locations to the Engineer. Seed stored by the Contractor for longer than 30 days will be rejected.

- (b) *Organic Fertilizer.* Fertilizer derived directly from plant or animal sources shall conform to Colorado Revised Fertilizer Rules 8 CCR 1202-4. Fertilizer shall be uniform in composition and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's name, address, and nutrient analysis. Fertilizer bags (containers) which arrive at the project site opened, damaged, or lacking a label will be rejected. The Contractor shall only use bulk shipments such as tote bags or super sacks that have a manufacturer's original label and sealed at the manufacturing facility. Fertilizer which becomes caked or damaged will not be accepted. Fertilizer shall be stored according to manufacturer's recommendations in a dry area where the fertilizer will not be damaged.

Organic fertilizer formulation being submitted for use must be registered with the Colorado Department of Agriculture.

Verification tests may be conducted by CDOT on grab samples of organic fertilizer delivered to the site to determine the reliability of bag label analysis and for ingredients which are injurious to plants. If a product of any supplier is found to consistently deviate from the bag level analysis, the acceptance of that product will be discontinued. Copies of the failing test reports will be furnished to the Colorado State Board of Agriculture for appropriate action under the "Colorado Fertilizer Law".

Fertilizer shall be supplied in one of the following physical forms:

- (1) A dry free-flowing granular fertilizer, suitable for application by agricultural fertilizer spreader.
- (2) A homogeneous pellet, suitable for application by agricultural fertilizer spreader. Pellet size shall be 2-3 mm. Smaller may be allowed when Seeding (Native) Hydraulic is shown on the plans.
- (3) A soluble form that will permit complete suspension of insoluble particles in water, suitable for application by power sprayer.

The application rate of the organic fertilizer shall be either as high or low nitrogen (N) fertilizer as shown on the plans.

High N organic fertilizer chemical analysis shall conform to Table 212-1.

Table 212-1
Chemical Analysis for High N Fertilizer

Ingredient	Range	Test Method
Nitrogen (N) (%)	6 - 10	AOAC Official Method 993.13 Nitrogen (Total) in Fertilizers Combustion Method
Phosphorus (P) (%)	1 - 8	AOAC Official Method 960.03 Phosphorus (Available) in Fertilizers
Potassium (K) (%)	1 - 8	AOAC Official Method 983.02 Potassium in Fertilizers

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Low N organic fertilizer chemical analysis shall conform to Table 212-2.

Table 212-2
Chemical Analysis for Low N Fertilizer

Ingredient	Range	Test Method
Nitrogen (N) (%)	2 - 5	AOAC Official Method 993.13 Nitrogen (Total) in Fertilizers Combustion Method
Phosphorus (P) (%)	3 - 8	AOAC Official Method 960.03 Phosphorus (Available) in Fertilizers
Potassium (K) (%)	1 - 8	AOAC Official Method 983.02 Potassium in Fertilizers

Organic fertilizers shall conform to Table 212-3.

Table 212-3
Organic Fertilizer Properties

Criteria	Range
Moisture content by weight	< 6%

- (c) *Compost (Mechanically Applied)*. Compost shall be suitable for use in Erosion Log (Type 2) and permanent seeding applications. Compost shall not contain visible refuse, other physical contaminants, or substances considered harmful to plant growth. Compost shall be used in accordance with all applicable EPA 40 CFR 503 standards for Class A biosolids including the time and temperature standards. Materials that have been treated with chemical preservatives as a compost feedstock will not be permitted.

The Contractor shall provide material that has been aerobically composted in a commercial facility. Compost shall be from a producer that participates in the United States Composting Council's (USCC) Seal of Testing Assurance (STA) program. The Department will only accept STA approved compost that is tested in accordance with the USCC Test Methods for Examining of Composting and Compost (TMECC) manual.

Verification tests may be conducted by CDOT on grab samples of compost delivered to the site to determine the gradation and physical properties. Testing may be done for indication of ingredients which are injurious to plants. Sampling procedures will follow the STA 02.01 Field Sampling of Compost Materials and 02.01-B Selection of Sampling Locations for Windrows and Piles. If a product is found to consistently deviate from the gradation and property analysis, the acceptance of that product will be discontinued. Copies of the failing test reports will be furnished to the USCC.

1. Compost for permanent seeding soil conditioner locations onsite and application rates shall be as shown on the plans.

Organic matter in compost shall be no more than 2 inches in length.

Compost (Mechanically Applied) for permanent seeding shall meet the gradation and physical properties as shown in Table 212-4 and Table 212-5. The Contractor shall provide a written explanation for compost tested parameters not within the acceptable requirements for review and consideration.

The Contractor shall provide documentation from the composting facility confirming that the material has been tested in accordance with USCC TMECC.

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Table 212-4
Gradation for Permanent Seeding Compost

Sieve Size	Percent Passing		
	Minimum	Maximum	Test Method
25.0 mm (1")	100		TMECC 02.02-B, "Sample Sieving for Aggregate Size Classification"
19.0 mm (3/4")	90	100	
6.25 mm (1/4")	70	100	

Note: Compost shall be from a producer that participates in the USCC STA program.

Table 212-5
Properties for Permanent Seeding Compost

Compost Parameters	Reported as	Requirements	Test Method
pH	pH units	6.0 - 8.5	TMECC 04.11-A
Soluble Salts (Electrical Conductivity)	dS/m (mmhos/cm)	< 5.0	TMECC 04.10-A
Moisture Content	%, wet weight basis	25% - 50%	TMECC 03.09-A
Organic Matter Content	%, dry weight basis pounds per cubic yard	20% - 50% >240	TMECC 05.07-A
Carbon to Nitrogen Ratio (C:N)		< 15:1	
Man-made Inert Contamination (plastic, concrete, ceramics, metal, etc.)	%, dry weight basis	< 1%	TMECC 03.08-A
Stability (respirometry)	mg CO ₂ -C per g TS per day mg CO ₂ -C per g OM per day (PASS/FAIL) Limits:	8 or below	TMECC 05.08-B
Select Pathogens and weed free	Salmonella < 3 MPN/4 grams of TS, or Coliform Bacteria < 1000 MPN/gram (PASS/FAIL)	Pass	TMECC 07.01-B Fecal Coliforms, or 07.02 Salmonella
Trace Metals	Limits (mg kg ⁻¹ dw basis): Arsenic (As) 41, Cadmium (Cd) 39, Copper (Cu) 1500, Lead (Pb) 300, Mercury (Hg) 17, Nickel (Ni) 420, Selenium (Se) 100, Zinc (Zn) 2800	Pass	TMECC 04.06
Maturity (Bioassay)			
Percent Emergence	%, (average)	> 80%	TMECC 05.05-A
Relative Seedling Vigor	%, (average)	> 80%	
Use the STA Lab bulk density lb/cu ft as received, multiplied by organic matter % as received, multiplied by 27 to calculate pounds per cubic yard of organic matter.			

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2. Compost for Erosion Log (Type 2) shall meet the gradation and physical properties as shown in Table 212-6 and Table 212-7.

Table 212-6
Gradation for Erosion Log (Type 2) Compost

Sieve Size	Percent Passing		
	Minimum	Maximum	Test Method
75.0 mm (3")	100		TMECC 02.02-B, "Sample Sieving for Aggregate Size Classification"
25.0 mm (1")	90	100	
9.5 mm (3/8")	10	50	

Note: Organic matter for erosion log compost shall be no more than 4 inches in length. Compost shall be from a producer that participates in the USCC STA program.

Table 212-7
Properties for Erosion Log (Type 2) Compost

Compost Parameters	Reported as	Requirements	Test Method
pH	pH units	6.0 - 8.5	TMECC 04.11-A
Soluble Salts (Electrical Conductivity)	dS/m (mmhos/cm)	< 5.0	TMECC 04.10-A
Moisture Content	%, wet weight basis	< 60%	TMECC 03.09-A
Organic Matter Content	%, dry weight basis	25% - 100%	TMECC 05.07-A
Man-made Inert Contamination (plastic, concrete, ceramics, metal, etc.)	%, dry weight basis	< 0.5%	TMECC 03.08-A
Stability (respirometry)	mg CO ₂ -C per g TS per day mg CO ₂ -C per g OM per day	N/A	TMECC 05.08-B
Select Pathogens and weed free	(PASS/FAIL) Limits: Salmonella < 3 MPN/4 grams of TS, or Coliform Bacteria < 1000 MPN/gram	Pass	TMECC 07.01-B Fecal Coliforms, or 07.02 Salmonella
Trace Metals	(PASS/FAIL) Limits (mg kg ⁻¹ , dw basis): Arsenic (As) 41, Cadmium (Cd) 39, Copper (Cu) 1500, Lead (Pb) 300, Mercury (Hg) 17, Nickel (Ni) 420, Selenium (Se) 100, Zinc (Zn) 2800	Pass	TMECC 04.06
Maturity (Bioassay)			
Percent Emergence	%, (average)	N/A	TMECC 05.05-A
Relative Seedling Vigor	%, (average)	N/A	

- (d) *Biotic Soil Amendments (Hydraulically Applied)*. Soil amendments shall be a combination of natural fibers, growth stimulants, and other biologically active material designed to improve seed germination and vegetation establishment as shown in Table 212-8. Biotic soil amendments shall be pre-packaged in ultraviolet and weather resistant packaging and labeled from the manufacturer. Bags (containers) which arrive at the project site opened, damaged, or lacking a label will be rejected. Bulk shipments such as tote

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bags will be rejected. Biotic soil amendments shall be stored in locations not exceeding 80 °F. Acceptance of material shall be subject to the requirements of the Department's Approved Product List (APL).

The application rate of the biotic soil amendments shall be in accordance with the rates shown on the plans. Use of mulch tackifier (*Plantago Insularis* or pre-gelatinized corn starch polymer) shall be in accordance with Section 213. It shall be used as a wetting agent at a rate of 30 pounds per acre. Biotic soil amendments shall provide a continuous and uniform cover and shall consist of one of the components in Table 212-8 and all of the performance and physical properties in Table 212-9.

Table 212-8
Required Percentage Ranges of Biotic Soil Amendments

Components	Units	Requirement
Professional grade sphagnum peat moss, professional grade reed sedge peat moss or compost that meets the Seal of Testing Assurance Program of the US Composting Council	%, dry weight basis	> 41%
Mechanically processed straw consisting of weed free agricultural straw, flexible flax fiber or rice hulls	%, dry weight basis	< 57%

Table 212-9
Performance and Physical Requirements of Biotic Soil Amendments

Parameters	Reported as	Requirement	Test Method
pH	pH units	5.0 – 7.5	ASTM D1293
Moisture content	%, wet weight basis	10% - 50%	ASTM D 2974
Organic matter content	%, dry weight basis	> 85%	ASTM D586
Carbon Nitrogen Ratio	Ratio C:N	< 38:1	ASTM E1508
Man-made inert contamination	%, dry weight basis	< 1.0%	
Acute Toxicity	(Pass/Fail)	Pass (non-toxic)	ASTM E729-96(2014) or EPA Method 2021.0 or EPA Method 2002.0
Vegetative Minimum		> 400%	ASTM 7322
The Contractor shall provide a CTR with independent laboratory analysis for the required parameters in accordance with subsection 106.13.			

- (e) *Humate*. The Contractor shall provide a screened dry granular form of organic humic and fulvic acid substance. Humate shall be pre-packaged and labeled from the manufacturer. Bags (containers) which arrive at the project site opened, damaged, or lacking label will be rejected. The Contractor shall only use bulk shipments such as tote bags or super sacks that have a manufacture's original label and sealed at the manufacturing facility. Humate shall be stored in locations not exceeding 80 °F. Humate shall be provided in accordance with the rates shown on the plans. Product shall conform to the parameters in Table 212-10 and Table 212-11.

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Table 212-10
Screened Size Requirements for Humate

Seeding Method	Reported as	Requirement
Seeding (Native) Drill, Hydraulic and Broadcast	inches	< 1/4

Table 212-11
Performance and Physical Requirements of Humate

Parameters	Reported as	Requirement	Test Method
Organic Matter	%, dry weight basis	>70%	
Fines (material that is finer than the No. 200 (75-µm) sieve)	%, dry weight basis	<2%	ASTM D7928
pH	pH units	3.0 - 4.5	ASTM D1293
Acute Toxicity	Pass / Fail	Non Toxic	ASTM 7101 or EPA Method 2021 or 2002
Humic and Fulvic Acids	%, dry weight basis	> 70%	A & L Western method; total alkali extractable
Carbon Content	%, dry weight basis	40% - 50%	
Moisture Content	%, dry weight basis	< 20%	
Heavy Metal / Ash Content	%, dry weight basis	< 15%	
The Contractor shall provide a CTR with independent laboratory analysis for the required parameters in accordance with subsection 106.13.			

- (f) *Mycorrhizae*. Mycorrhizae shall arrive onsite in original and undamaged packaging. Handling of this material shall follow manufacturer's safety recommendations. Mycorrhizae shall be stored onsite in such a way as to avoid exposure to direct sunlight for more than four hours and to prevent package temperatures to rise above 85 °F. The endo mycorrhizal inoculum shall provide at least 60,000 propagules per pound and shall contain all of the following species and conform to the parameters in Table 212-12:

- (1) *Glomus intraradices* (a.k.a. *Rhizophagus intraradices*)
- (2) *Glomus mosseae* (a.k.a. *Funneliformis mosseae*)
- (3) *Glomus aggregatum* (a.k.a. *rhizophagus aggregatus*)
- (4) *Glomus etunicatum* (a.k.a. *Claroideoglomus etunicatum*)

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Table 212-12
Physical Requirements of Endo Mycorrhizae

Parameters	Reported as	Requirement	Test Method
Acute Toxicity	Pass or Fail	Non Toxic	ASTM 7101 or EPA Method 2021 or 2002
The Contractor shall provide a CTR with independent laboratory analysis has been done on the product for the required parameters in accordance with subsection 106.13.			

The following rates shall be used for Seeding Methods:

- (1) For Seeding (Native) Drill, the mycorrhizae product shall be provided as a dry free-flowing granular material, suitable for application by agricultural drill seeder. Application rate shall be 8 pounds per acre.
 - (2) For Seeding (Native) Hydraulic, the mycorrhizae product shall be provided as a fine granular (< 2 mm) or powdered form (particle size less than 300 microns) that will permit complete suspension and used with hydro-seeder equipment. Application rate shall be 20 pounds per acre.
 - (3) For Seeding (Native) Broadcast, the mycorrhizae product shall be provided as a dry free-flowing granular material, suitable for application by fertilizer spreader. Application rate shall be 20 pounds per acre.
- (g) *Elemental Sulfur*. The Contractor shall provide a free-flowing granular material consistent in size suitable for application by agricultural spreader and conform to the parameters in Table 212-13. Elemental sulfur shall arrive onsite in original and undamaged packaging.

Table 212-13
Physical Requirements of Elemental Sulfur

Parameters	Reported as	Requirement
Guaranteed Analysis of Elemental Sulfur (S)	%	> 90
Bulk Density	Lbs per cu. ft.	> 75

- (h) *Sod*. Sod shall be nursery grown and 99 percent weed free. Species shall be as shown on the plans. The 1 percent allowable weeds shall not include undesirable perennial or annual grasses or plants defined as noxious by current State statute or county noxious weed list. Soil thickness of sod cuts shall not be less than $\frac{3}{4}$ inch or more than 1 inch. Sod shall be cut in uniform strips with minimum dimensions of 18 inches in width and 48 inches in length. The Contractor shall submit a sample of the sod proposed for use, which shall serve as a standard if approved. Sod furnished, whether in place or not, that is not up to the standard of the sample will be rejected. CDOT will reject all sod that was cut more than 72 hours prior to installation.

Each load of sod shall be accompanied by a certificate from the grower stating the type of sod and the date and time of cutting. The Contractor shall submit the certificate to the Engineer prior to application of the sod. Only sod that is accompanied by the certificate from the grower will be accepted and paid for.

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CONSTRUCTION REQUIREMENTS

212.03 Submittals. The Contractor shall provide the name and contact information of the seeding contractor 30 days prior to start of seeding work. The Contractor shall provide two copies of items (1) - (14) listed below to the Pre-vegetation Conference in accordance with Section 207. When the Contractor provides resubmittals to meet Contract requirements, the Region or Headquarters Landscape Architect shall be copied on all correspondence.

- (1) Written confirmation from the registered seed supplier, on the Contractor's letterhead, that the Contract specified seed has been secured. No substitutions of the contract specified seed will be permitted unless evidence is submitted, from one of the registered seed suppliers that the Contract specified seed is not available and will not become available during the anticipated construction period.
- (2) Seed vendor's "seed dealer" endorsement.
- (3) A copy of each seed species germination report of analysis that verifies the lot has been tested by a recognized laboratory for seed testing within 13 months prior to the date of seeding.
- (4) A copy of each seed species purity laboratory report of analysis that verifies that the lot has been tested by a recognized laboratory for seed testing. The report shall list all identified species, seed count, and date of test.
- (5) Manufacturer's documentation stating that the fertilizer meets the Contract requirements.
- (6) Organic fertilizer documentation showing manufacturer and chemical analysis.
- (7) Permit issued from CDPHE confirming that the vendor can produce or sell compost in accordance with House Bill (HB) 1181.
- (8) Documentation from the compost manufacturer that it is a participating member of in the U.S. Composting Council's Seal of Testing Assurance Program (STA).
- (9) Results of compost testing on an STA Compost Technical Data Sheet confirming all required test methods are met using the STA Program.
- (10) Sample of physical compost (at least one cubic foot of material).
- (11) Manufacturer's documentation confirming that biotic soil amendment meets the required physical and performance criteria based on independent testing by the manufacturer.
- (12) Manufacturer's documentation confirming that humate meets the required physical and performance criteria based on independent testing by the manufacture.
- (13) Manufacturer's documentation confirming that mycorrhizae meets the physical criteria based on independent testing and that the minimum required species is provided.
- (14) Pictures and descriptions of seeding equipment proposed to be used on the project. Based on the seeding methods required at a minimum this should include the drill seeder, hydraulic seeder, cultipacker or seed bed roller implements.
- (15) Instructions and documentation on how seeders will be calibrated onsite, in accordance with subsection

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212.05(a).

212.04 Seeding Seasons. Seeding in areas that are unirrigated shall be restricted according to the parameters in Table 212-14.

**Table 212-14
Seeding Seasons**

Zone	Spring Seeding	Fall Seeding
Areas other than the Western Slope		
Below 6000'	Spring thaw to June 1	September 15 until consistent ground freeze
6000' - 7000'	Spring thaw to June 1	September 1 until consistent ground freeze
7000' - 8000'	Spring thaw to July 15	August 1 until consistent ground freeze
Above 8000'	Spring thaw to consistent ground freeze	
Western Slope		
Below 6000'	Spring thaw to May 1	August 1 until consistent ground freeze
6000' - 7000'	Spring thaw to June 15	September 1 until consistent ground freeze
Above 7000'	Spring thaw to consistent ground freeze	

- (1) "Spring thaw" is the earliest date in a new calendar year in which seed can be buried ½ inch into the surface soil (topsoil) through normal drill seeding methods.
- (2) "Consistent ground freeze" is the time during the fall months in which the surface soil (topsoil), due to freeze conditions, prevents burying the seed ½ inch through normal drill seeding operations. Seed shall not be sown, drilled, or planted when the surface soil or topsoil is in a frozen or crusted state.

Seeding accomplished outside the time periods listed above will be allowed only when the Contractor's request is approved by the Engineer in writing, with coordination from the Region Landscape Architect. If requested by the Contractor, the Contractor must agree to perform the following work at no cost to the Department: reseed, remulch, and repair areas which fail to produce species indicated in the Contract.

If seeding is ordered by the Engineer outside the time periods listed above, the cost to repair areas that fail to produce species will be paid for by the Department.

212.05 Native Seeding Methods. Areas to be seeded shall be installed in accordance with SWMP Permanent Stabilization Plan.

All amendments and seeding shall be applied based on the seeding method and rates specified on the plans.

The Contractor shall complete the Amendments Verification Prerequisite for each of the seeding methods described herein. This shall be done by completing a Seed and Amendment Quantities Worksheet for each work area. This worksheet shall have a list of all amendments and the seed labels for each of the areas to be worked on. The State required legal tags shall remain on the bag until opened and the seed placed in either the drill or hydraulic seeders in the presence of the Engineer. Seeding work shall not begin until written approval of the worksheet has been received from the Engineer.

In determining the weight of seed required for each work area, the Contractor shall use the Pure Live Seed (PLS) weight shown on each bag of seed. Calculations based on net weight will not be accepted.

The Contractor shall submit a proposed Permanent Stabilization Phasing Plan to the Engineer prior to the Pre-revegetation Conference for approval showing how the SWMP Permanent Stabilization Plans will be

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implemented to minimize traffic loading damage to subgrade soil prepared and seeded areas. The proposed sequencing shall consider and identify strategies and site management control measures to protect seeded areas from foot, vehicle, and other disturbances. The strategic planning of the permanent seeding and mulch shall consider all other phasing of construction activities including traffic management and utility work. Areas damaged due to the Contractor's failing to protect the seeded areas shall be repaired at no cost to the Department. Seeded areas damaged due to circumstances beyond the Contractor's control shall be repaired and reseeded as ordered. Payment for corrective work, when ordered, shall be at the Contract prices shown and in accordance with subsection 109.04.

The following seeding application methods shall not be implemented during winds which are consistently higher than 20 MPH, or when the ground is frozen, excessively wet, or otherwise untillable. The Engineer may test to see if the moisture level in the soil is acceptable to work the soil by performing a Soil Plasticity Test as described in the Construction Manual. Multiple seeding operations shall be anticipated, based on acceptable seeding conditions. The seeding methods to be implemented shall be one or more of the following, as shown on the plans:

(a) *Seeding (Native) Drill.*

- (i) *Fertilizer, Compost, Humates and Elemental Sulfur.* The Contractor shall uniformly apply compost and elemental sulfur on the surface of the topsoil using an agricultural spreader at the rate of application specified on the plans. All competitive, non-native vegetation shall be uprooted and hauled offsite prior to spreading amendments. Prior to starting incorporation of compost and elemental sulfur, the Contractor shall receive written acceptance from the Engineer on the Seed and Amendment Quantities Worksheet. Verification Prerequisite for this method also requires documentation on the Permanent Stabilization SWMP Site Maps with the approved areas outlined, signed, and dated by the Engineer to track progress. If SWMP Site Maps are not included in the Contract, the Contractor shall use the Contract grading or roadway plan sheets.

Once the Quantities Verification Prerequisite is completed for an area, the Contractor shall homogeneously incorporate the compost and elemental sulfur into the top 6 inches of topsoil. Tillage of the amendments shall be completed using a disc and harrow, field cultivator, vibra-shank, or other method suitable to site conditions. For small areas tillage shall be completed using rotary tillers. No measurable depth of organic amendment shall be present on the surface.

The shanks on the back of a grader or dozer shall not be used for tillage. Tillage may take multiple passes to achieve the desired harmonious incorporation. If multiple passes are required, the Contractor shall cross till the soil with the second pass occurring at a 30-degree angle to the first pass. On slope areas, all tillage shall be parallel to the contour. For project that will utilize aggregate or recycled asphalt shouldering material amendments, tillage is not required under shouldering material. Projects seeding up to the edge of pavement, tillage is not required for first 12" from the edge of pavement.

Once incorporation of compost and elemental sulfur is approved, the Contractor shall uniformly apply fertilizer and humates on the surface of the topsoil using an agricultural spreader, as shown in the Contract documents.

- (ii) *Seedbed Preparation.* Amended topsoil shall be cultivated to a firm but friable seedbed using cultipacker or seed bed roller implements. Crusted hard soils shall be broken up and all areas shall be free of clods, sticks, stones, debris, concrete, and asphalt in excess of 4 inches in any dimension in accordance with Section 207. Areas shall be left in a rough and uncompacted condition with a surface variance of 2 to 4 inches.

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- (iii) *Seed and Mycorrhizae*. Prior to seeding, the finished grade of the soil shall be 1 inch below the top of all curbs, junction and valve boxes, walks, drives and other structures. Seeding shall be done within two days of seedbed preparation efforts (tilling or scarifying). If a rain event occurs that compacts or erodes the seedbed prior to performing seeding, the seedbed shall be re-prepared as directed by the Engineer.

Areas shall be seeded by mechanical power drawn drills suitable for area soils, topography, and size followed by packer wheels. Mechanical power drawn drills shall have furrow openers and depth bands set to maintain a planting depth of at least ¼ inch and not more than ½ inch and shall be set to space the rows not more than 8 inches apart. Seeding equipment shall have a double disk opener, seed box agitator, and seed metering device.

The seeder shall be calibrated by collecting seed from a single drop tube in the presence of the Engineer based on the following procedure. The Contractor shall provide the tape measure, scale, collection cup, and seed bag with complete label from the supplier. The Contractor may submit an alternative method for approval at the site Pre-vegetation Conference.

- (1) Measure the total width (W) of the drill seeder in feet.
- (2) Count the number of drill rows (N) on the seeder.
- (3) On drill seeders that the tire drives the seeding mechanism, measure the tire circumference (C) in feet.
- (4) Calculate the number of rotations the tire will complete per acre using the following equation:

$$A = \text{one acre or 43,560 square feet (SF)}$$

$$A / W = \text{feet (F) the drill seeder needs to travel for each acre}$$

$$F / C = \text{number of rotations (R) of the tire per acre}$$
- (5) Reduce the amount of tire rotations by one tenth.

$$.90R = \# \text{ Tire rotations to calibrate seeder (RCS)}$$
- (6) Find the seeding rate (LBS PLS / Acre) on the Stormwater Management Plan.
- (7) Using the information from the seed tag, convert the PLS seed rate to a bulk seeding rate using the following equations:

$$\% \text{ PLS} = (\% \text{ purity (in decimal form) from seed label}) \times (\% \text{ germination (in decimal form) from seed label})$$

$$(\text{LBS PLS} / \text{Acre}) \text{ from the SWMP} / \% \text{ PLS} = \text{Required bulk seed per acre in LBS}$$
- (8) Reduce the required bulk seed per acre based on the number of seeder tubes.

$$\text{Required bulk seed per acre} / N = \text{Weight in LBS of bulk seed from one tube}$$
- (9) Reduce the required bulk seed rate from the tube by one tenth.

$$0.90 \times \text{Weight of bulk seed from one tube} = \text{Collected bulk seed weight (CBS) in LBS}$$
- (10) Set the drill seeder to the correct seeding rate using the manufacturer's recommendation.
- (11) With the collection cup under one tube and the driving wheel jacked up, rotate the tire the RCS amount of times. Use the value stem to count the rotations.
- (12) Using the scale, weigh the seed in the collection cup.
- (13) Adjust the drill calibration until the weight of bulk seed in the collection cup equals the CBS in

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LBS.

Drill seeders shall be recalibrated every time the drill is mobilized onsite. The Contractor shall submit a written statement that the equipment is calibrated, and shall provide the correct depth based on conditions before seeding actions are initiated. The Contractor shall continuously monitor equipment to ensure that it is providing a uniform seed application.

If mycorrhizae is called for on the plans, the granules shall be included with the seed in the drill seeder such that the mycorrhizae is placed at or below the seed.

The distance between furrows produced using the drill shall not be more than 8 inches. If rows on the drill exceed 8 inches, the Contractor shall drill the areas twice (if achievable at 30-degree angles to each other) at no additional cost to the Department.

After seeding, the furrows that were created by the drill shall be maintained in place. Construction traffic, other than what is needed to mulch the areas, shall not be permitted on the areas completed.

Permanent stabilization mulching shall be accomplished within 24 hours of drill seeding.

(b) *Seeding (Native) Hydraulic.*

This method utilizes water as the carrying agent and mixes biotic soil amendments, seed, organic fertilizer, humates, mycorrhizae and elemental sulfur into a single slurry for hydraulic application. The Contractor shall furnish and place combined slurry with a hydro-seeder that will maintain a continuous agitation and apply homogenous mixture through a spray nozzle. The pump shall produce enough pressure to maintain a continuous, non-fluctuating spray that will reach the extremities of the seeding area. Water tanks shall have a means of measuring volume in the tank. Seed shall be added to the slurry onsite, no more than 60 minutes before starting application. Slurry shall be applied from a minimum of two opposing directions to achieve complete soil coverage.

The application of the single slurry shall be applied within four hours of adding Mycorrhizae.

The Contractor shall prevent seed, fertilizer, and mulch from falling or drifting onto areas occupied by rock base, rock shoulders, plant beds, or other areas where grass is detrimental. The Contractor shall remove material that falls on plants, roadways, gravel shoulders, structures, and other surfaces where material is not specified.

- (i) *Seedbed Preparation.* All areas shall be loosened to at least 6 inches, leaving the surface in rough condition with a surface variance of 6 to 8 inches. On steep slopes, tillage shall be accomplished with appropriate equipment as the slope is constructed. Soil areas shall be tilled to produce loose and friable surfaces with crusted hard soils broken up. All slopes shall be free of clods, sticks, stones, debris, concrete, asphalt and all other materials in excess of 4 inches in any dimension. All competitive, non-native vegetation shall be uprooted and hauled offsite prior to spreading amendments. Under no circumstances shall the ground surface be smooth and compacted.
- (ii) *Biotic Soil Amendment, Fertilizer, Humate, Mycorrhizae and Seed.* The Contractor shall assemble all materials for proposed areas to hydro-seed and review quantities with area of coverage with the Engineer as the Quantities Verification Prerequisite for this method. Prior to mixing in the tank, the Contractor shall receive written acceptance from the Engineer on the Seed and Amendment Quantities Worksheet that the correct quantities are onsite. This quantities verification prerequisite also requires documentation

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on the Permanent Stabilization SWMP Site Maps with the approved areas outlined, signed, and dated by the Engineer to track progress. If SWMP Site Maps were not included in the Contract, grading or roadway plan sheets shall be used. For the verification process, the Contractor shall provide the Engineer with all documentation for materials in unopened packaging.

After the Quantities Verification Prerequisite has been approved, the hydro-seeder shall be filled with water to 1/3 of its required volume. Following this, water and biotic soil amendments shall be added to the hydro-seeder at a consistent rate. The ratio of water to Biotic Soil Amendments shall be in accordance with manufacturer's recommendations. Fertilizer, humates and mycorrhizae shall then be added until the tank has reached 3/4 of its required volume. The tank shall then be filled with water to the required volume. Uniform slurries shall be agitated or mixed for a minimum of ten minutes after all water and materials are in the tank.

Hydraulic seeding equipment shall include a pump capable of being operated at 100 gallons per minute and at 100 pounds per square inch pressure. The equipment shall have a nozzle adaptable to hydraulic seeding requirements. Storage tanks shall have a means of estimating the volume used or remaining in the tank.

Seed shall be added to the slurry onsite no more than 60 minutes before starting application. The Contractor shall increase the Seed Plan rates (LBS PLS / Acre) as shown on the plans by 1.5 times at no additional cost to the Department. The Contractor may be required to apply slurry using multiple hoses to ensure uniform application to all areas of the site. Coverage rates shall be based on the volume of material in the tank, as verified by the Engineer. Areas of lighter applications (covering more area than what is calculated) will require additional application, as directed.

An appropriate curing period shall be in accordance with manufacturer's recommendations, and shall consider forecasted weather conditions.

Permanent stabilization mulching shall be accomplished within 24 hours of hydraulic application of native seed.

(c) *Seeding (Native) Broadcast.*

This method utilizes hand equipment to broadcast spread amendments and seed over prepared seedbeds.

- (i) *Fertilizing, Compost, Humate and Elemental Sulfur.* The Contractor shall uniformly apply compost and elemental sulfur on the surface of the placed topsoil using an agricultural spreader at the rate of application specified on the plans. All competitive non-native vegetation shall be uprooted and hauled offsite prior to spreading amendments. Prior to starting incorporation, the Contractor shall receive written acceptance from the Engineer on the Seed and Amendment Quantities Worksheet that the correct quantities will be applied. The Quantities Verification Prerequisite for this method also requires documentation on the Permanent Stabilization SWMP Site Maps with the approved areas outlined, signed, and dated by the Engineer to track progress. If SWMP Site Maps are not included in the Contract, the grading or roadway plan sheets shall be used.

Once the Quantities Verification Prerequisite is completed for an area, the Contractor shall homogeneously incorporate the Compost into the top 6 inches of soil. Tillage of the amendments shall be completed using appropriate tools depending on the size of the area to be worked. Contractor shall use hand tillers or approved small space implements.

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Once incorporation of compost and elemental sulfur is approved, the Contractor shall uniformly apply organic fertilizer and humates on the surface of the topsoil using an agricultural spreader.

- (ii) *Seedbed Preparation.* Amended topsoil shall be cultivated to a firm but friable seedbed using tractor implements. Crusted hard soils shall be broken up and all areas shall be free of clods, sticks, stones, debris, concrete, and asphalt in excess of 4 inches in any dimension in accordance with Section 207. Areas shall be left in a rough condition with a surface variance of 2 to 4 inches. Under no circumstances shall the ground surface be smooth and compacted.
- (iii) *Seed and Mycorrhizae.* Prior to seeding, the finished grade of the soil shall be 1 inch below the top of all curbs, junction and valve boxes, walks, drives and other structures. Seeding shall be accomplished within two days of seedbed preparation efforts (tilling or scarifying) to make additional seedbed preparation unnecessary. If a rain event occurs that compacts or erodes the seedbed prior to performing seeding, the seedbed shall be re-prepared as directed.

Areas shall be seeded by broadcast-type seeders (cyclone or approved mechanical seeders). The Contractor shall increase the Seed Plan rates (LBS PLS / Acre) as shown on the plans by 1.5 times at no additional cost to the Department.

After seeding, mycorrhizae shall be evenly hand-distributed across the area. Seed and mycorrhizae shall be covered by hand raking and covering with $\frac{1}{4}$ to $\frac{1}{2}$ inch of topsoil. To ensure seeds have a firm contact with the soil the Contractor shall use a heavy roller as approved in the Site Pre-vegetation Conference. Mycorrhizae shall not be exposed to sunlight for more than four hours. Using equipment with continuous cleat tracks (cat-tracking) to cover seed is not permitted.

Permanent stabilization mulching shall be accomplished within 24 hours of broadcast seed application of native seed.

212.06 Seeding (Temporary). Areas of topsoil shall be seeded with annual grasses in accordance with SWMP Interim Site Maps or as directed by the Engineer.

Seeding may take place at any time during the year as long as the ground is not covered in snow and topsoil is not frozen. Topsoil may be placed in a stockpile or distributed on-grade after receiving subgrade soil preparation.

Interim stabilization for areas that receive temporary seeding shall be in accordance with subsection 208.04(e)2. Seed shall not be included with interim hydraulic mulch applications.

The Contractor shall wait to amend topsoil until the area is ready for permanent seeding with native seed mix shown on the SWMP. The Contractor shall use either the drill, hydraulic, or broadcast method of seeding. Seeding rates (LBS PLS / Acre) shall be increased by 1.5 times for hydraulic and broadcast methods at no additional cost to the Department.

Seed shall meet the requirements of 212.02(a) and shall be selected from Table 212-1 based on the application time.

REVISION OF SECTION 212
SOIL AMENDMENTS, SEEDING, AND SODDING

Table 212-1
Temporary Seed Mixes

Common Name	Botanical Name	Application Time	Seeding Rates (LBS PLS / Acre)	Planting Depth (inches)
Oats	Avena sativa	October 1 - May 1	35	1 - 2
Foxtail Millet	Setaria italica	May 2 - September 30	30	1/2 - 3/4

The Contractor shall restrict motorized vehicle and foot traffic from areas that have received temporary seeding.

212.07 Seeding (Lawn). Lawn grass seeding shall be accomplished in the seeding seasons in accordance with subsection 212.03.

- (a) *Fertilizing and Soil Conditioning.* The first application of fertilizer, soil conditioner, or both shall be incorporated into the soil immediately prior to seeding, and shall consist of a soil conditioner, commercial fertilizer, or both as designated in the Contract. Fertilizer called for on the plans shall be worked into the top 4 inches of soil at the rate specified in the Contract. Biological nutrient, culture, or humate based material called for on the plans shall be applied in a uniform application onto the soil service. Organic amendments shall be applied uniformly over the soil surface and incorporated into the top 6 inches of soil.

The second application of fertilizer shall consist of a fertilizer having an available nutrient analysis of 20-10-5 applied at the rate of 100 pounds per acre. It shall be uniformly broadcast over the seeded area three weeks after germination or emergence. The area shall then be thoroughly soaked with water to a depth of 1 inch.

Fertilizer shall not be applied when the application will damage the new lawn.

- (b) *Seedbed Preparation.* In preparation of seeding lawn grass, irregularities in the ground surface, except the saucers for trees and shrubs, shall be removed. Measures shall be taken to prevent the formation of low places and pockets where water will stand.

Immediately prior to seeding, the ground surface shall be tilled or hand worked into an even and loose seedbed to a depth of 6 inches, free of clods, sticks, stones, debris, concrete, and asphalt in excess of 2 inches in any dimension, and brought to the desired line and grade.

- (c) *Seeding.* Seed shall be drilled with mechanical landscape type drills. Broadcast type seeders or hydraulic seeding will be permitted only on small areas not accessible to drills. Seed shall not be drilled or broadcast during windy weather or when the ground is frozen or untillable.

212.08 Sodding.

- (a) *Fertilizing and Soil Conditioning.* Prior to laying sod, the 4 inches of subsoil underlying the sod shall be treated by tilling in fertilizer, compost, or humates as specified on the plans. Amendments shall be applied uniformly over the soil surface and incorporated into the top 6 inches of soil.

After laying the sod, it shall be fertilized with a fertilizer having a nutrient analysis of 20-10-5 at the rate of 200 pounds per acre. Fertilizer shall not be applied when the application will damage the sod.

- (b) *Soil Preparation.* Prior to sodding, the ground shall be tilled or hand worked into an even and loose sod bed to a depth of 6 inches, and irregularities in the ground surface shall be removed. Sticks, stones, debris, clods, asphalt, concrete, and other material more than 2 inches in any dimension shall be removed. Depressions or variances from a smooth grade shall be corrected. Areas to be sodded shall be smooth before sodding occurs.

REVISION OF SECTION 212
SOIL AMENDMENTS, SEEDING, AND SODDING

- (c) *Sodding*. Sod shall be placed by staggering joints with all edges touching. On slopes, the sod shall run approximately parallel to the slope contours. Where the sod abuts a drop inlet, the subgrade shall be adjusted so that the sod shall be 1-½ inches below the top of the inlet.

Within one hour after the sod is placed and fertilized it shall be watered. After watering, the sod shall be permitted to dry to the point where it is still wet enough for effective rolling. The Contractor shall roll the sod in two directions with a lawn roller capable of applying between 50 - 80 pounds per square inch of surface pressure to eliminate air pockets.

METHOD OF MEASUREMENT

212.09 The quantities of lawn seeding and the three native seeding types will not be measured but shall be the quantities 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.

The quantity of sod will be by the actual number of square feet, including soil preparation, water, fertilizer, and sod, completed and accepted.

Organic Fertilizer, Compost (Mechanically Applied), Humates, Mycorrhizae soil amendments for Seeding (Native) methods drill, hydraulic, and broadcast will be measured by the actual quantity of material applied and accepted.

Measurement for acres will be by slope distances.

BASIS OF PAYMENT

212.10 The accepted quantities of lawn seeding, native seeding, soil conditioning, and sod will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule. Rejected seed that has been stored longer than 30 days shall be re-ordered at the expense of the Contractor.

Payment will be made under:

Pay Item	Pay Unit
Organic Fertilizer	Pound
Compost (Mechanically Applied)	Cubic Yard
Biotic Soil Amendments (Hydraulic Applied)	Pound
Humate	Pound
Mycorrhizae	Pound
Elemental Sulfur	Pound
Seeding (Native) Drill	Acre
Seeding (Native) Hydraulic	Acre
Seeding (Native) Broadcast	Acre
Seeding (Wetland) Drill	Acre
Seeding (Wetland) Hydraulic	Acre
Seeding (Wetland) Broadcast	Acre
Seeding (Temporary)	Acre
Seeding (Lawn)	Acre
Sod	Square Foot

Topsoil preparation including incorporating and applying amendments, seedbed preparation, water, and seed mix (LBS PLS / Acre) will not be measured and paid for separately but shall be included in the work.

REVISION OF SECTION 212
SOIL AMENDMENTS, SEEDING, AND SODDING

Calibrating, adjusting, or readjusting seeding or fertilizing equipment will not be measured and paid for separately but shall be included in the work.

No additional cost will be accepted for approved substitution of specified seed mix.

No payment will be made for areas seeded using one of the seeding methods without receiving signed Seed and Amendment Quantities Worksheet from the Engineer.

Additional seedbed preparation prior to seeding to correct compaction or erosion from storm events will not be measured and paid for separately but shall be included in the work.

Additional mobilizations as needed to complete seeding within allowed seeding seasons will not be measured and paid for separately but shall be included in the work.

Removal of all competitive, non-native vegetation prior to spreading amendments will not be measured and paid for separately but shall be included in the work.

**REVISION OF SECTION 601
CLASS DF CONCRETE**

Section 601 of the Standard Specifications is hereby revised for this project to include the following:

Add the following to Table 601-1:

Concrete Class	Required Field Compressive Strength (psi)	Air Content: % Range (Total)	Slump	Maximum Water/Cementitious Material Ratio:
DF	4500 at 28 days	4 - 8	+/- 2" of Form 1373 Slump	w/cm on Form 1373

Add the following to subsection 601.02:

Class DF concrete is a macro fiber-reinforced concrete. Additional requirements are:

- (1) The concrete mix shall include approved macro or hybrid polyolefin fibers at a minimum dosage of 4 lb/cy or the minimum dosage specified on the Department's Approved Product List (APL), whichever is greater.
- (2) The unrestrained shrinkage shall not exceed 0.050 percent at 28 days when tested by CP-L 4103.
- (3) The mix shall either have a permeability not exceeding 2,500 coulombs at an age of not more than 56 days when tested per ASTM C1202 or have a surface resistivity of at least 12 kΩ-cm at 28 days using AASHTO T358.
- (4) The mix may use an OG with a nominal maximum aggregate size of at least 3/4 inch.
- (5) The mix shall have a nominal maximum aggregate size of at least 3/4 inch if an OG is not used.
- (6) When used in slip forming, an edge slump less than 6 mm (0.25 in.) and less than 30 percent surface voids (ranking of 2 or less) is required. The box test is described in CP 63.
- (7) Shrinkage reducing admixtures may be incorporated into the mix.
- (8) An expansive cement additive may be added to an ASTM C150 Type I/II cement and fly ash to produce an ASTM C845 Type K cement. The proportion of the expansive cement additive will be determined by testing the cementitious material blend per ASTM C806. The blended material shall have an expansion of 0.04 to 0.10 percent at 7 days when tested per ASTM C806. When an expansive cement is used, the w/cm ratio shall be 0.45 to 0.55 and the expansion of the laboratory trial mix shall be 0.05 to 0.09 percent at 7 days when tested per ASTM C878.

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**REVISION OF SECTION 601
CONCRETE MIX DESIGNS**

Revise Section 601 of the Standard Specifications for this project as follows:

Revise Subsection 601.05, second paragraph as follows:

- (11) For air entrained concrete, report the SAM number according to AASHTO TP118 Characterization of the Air-Void System of Freshly Mixed Concrete by the Sequential Pressure Method (Super Air Meter). The SAM meter readings for each step shall be included. Perform a SAM leak test prior to the SAM testing. Results of the leak test shall be included in the SAM data.

REVISION OF SECTION 601
SULFATE MITIGATION

Revise Section 601 of the Standard Specifications as follows:

Revise Section 601.04, delete the Class 2 and Class 3 requirements and replace them as follows:

Class 2 requires that the concrete have a maximum Water/Cementitious Material Ratio of 0.45 and one of the following:

- (1) ASTM C150 Type V with a minimum of a 20 percent substitution of Class F fly ash or slag cement by weight
- (2) ASTM C150 Type II or III or ASTM C595 Type IL with a minimum of a 20 percent substitution of Class F fly ash, High-Reactivity Pozzolan, or slag cement by weight. The Type II, III, or IL cement shall have no more than 0.040 percent expansion at 14 days when tested according to ASTM C452.
- (3) A blend of portland cement meeting ASTM C150 Type II or III with a minimum of 20 percent Class F fly ash, High-Reactivity Pozzolan, or slag cement 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 C1012
- (4) ASTM C595 Type IP(HS), IL(HS), or IT(HS). Class F fly ash, slag cement, or High-Reactivity Pozzolan may be substituted for Type IL(HS) cement.
- (5) ASTM C595 Type IL(MS) or IT(MS) plus Class F fly ash, slag cement, 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 C1012

Class 3 requires that the concrete have a maximum Water/Cementitious Material Ratio of 0.40 and one of the following:

- (1) A blend of portland cement meeting ASTM C150 Type II, III, or V or ASTM C595 Type IL(MS) with a minimum of a 20 percent substitution of Class F fly ash, High-Reactivity Pozzolan, or slag cement by weight, where the blend has less than 0.10 percent expansion at 18 months when tested according to ASTM C1012
- (2) ASTM C595 IT(MS) plus High-Reactivity Pozzolan where the blend has less than 0.10 percent expansion at 18 months when tested according to ASTM C1012
- (3) ASTM C595 Type IP(HS), IL(HS), or IT(HS) having less than 0.10 percent expansion at 18 months when tested according to ASTM C1012. Class F fly ash, slag cement, or High-Reactivity Pozzolan may be substituted for Type IL(HS) cement.
- (4) ASTM C150 Type I, II, III, or V or ASTM C595 Type IL(MS) plus a minimum of 20 percent Class F fly ash when the R factor of the fly ash is less than 0.75. R factor is determined using the following from the chemical composition of the fly ash:

$$R = \frac{CaO - 5}{Fe_2O_3}$$

REVISION OF SECTIONS 612 AND 713
DELINEATORS AND REFLECTORS

Add to Subsections of 612 of the Standard Specifications as follows:

DESCRIPTION

612.01 This work consists of the installation and furnishing of delineators and reflectors per these specifications and in conformity with the lines, grades and details shown on the plans or established.

MATERIALS

612.02 Materials for the various types of delineators and reflectors shall be as follows:

(a) Delineators.

1. Steel Posts. Details for each type of delineator are shown on the plans. Posts shall conform to the requirements shown on the plans, and reflectors shall conform to the requirements in subsections 713.07 and 713.10.
2. Flexible Posts. Flexible posts shall be selected from CDOT's Approved Products List (APL) and shall conform to the requirements in subsection 713.06.

(b) Reflectors

1. Reflector Strip. Reflector strips shall be selected from CDOT's APL. Details for reflector strips are shown on the plans. Reflectivity shall conform to the requirements in subsection 713.07 and 713.10.
2. Guardrail Reflector Tabs. Details for the guardrail reflector tabs are shown on the plans. Reflectivity shall conform to ASTM D4956 Type IV.
3. Barrier Reflector. Details for barrier reflectors are shown on the plans. Reflectivity shall conform to the requirements in subsection 713.10.
4. Median Barrier Reflector. Details for median barrier reflectors are shown on the plans. Reflectivity shall conform to the requirements in subsection 713.10.

CONSTRUCTION REQUIREMENTS

612.03 Spacing, location, color of reflectors and placement of delineator posts shall be as shown on the plans.

The Contractor shall install reflector strips in conformance with manufacturer's recommendations.

The length of each reflector strip shall be 34 inches, unless otherwise approved. The Contractor shall adjust the spacing between reflector strips as recommended by the manufacturer to fit the location called for in the Contract. Cutting of the reflector strips will not be permitted.

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**REVISION OF SECTIONS 612 AND 713
DELINEATORS AND REFLECTORS**

METHOD OF MEASUREMENT

612.04 Delineators and reflectors will be measured by the actual number of the various types installed and accepted.

BASIS OF PAYMENT

612.05 The accepted quantities will be paid for at the contract unit price each for the pay items listed below that are included in the bid schedule.

Payment will be made under:

Pay Item	Pay Unit
Delineator (Type___)	Each
Delineator (Flexible) (Post Mounted)	Each
Delineator (Flexible) (Post Mounted)	Each
Delineator (Flexible) (Cup Mounted)	Each
Delineator (Flexible) (Surface Mounted)	Each
Delineator (Flexible) (Type___)	Each
Delineator (Drivable) (Type___)	Each
Delineator (Barrier) (Type___)	Each
Reflector (Median Barrier)	Each
Reflector Strip (___ Inch)	Each

Concrete for anchor embedment will not be measured and paid for separately but shall be included in the work.

Surface preparation, brackets, fasteners and adhesive for reflector strips will not be measured and paid for separately but shall be included in the work.

Guardrail reflector tabs will not be paid for separately but shall be included in the work.

Payment will be full compensation for all work, materials, and equipment required to install delineators.

REVISION OF SECTIONS 612 AND 713
DELINEATORS AND REFLECTORS

Revise Section 713 “Traffic Control Materials” as follows:

Insert the following in Subsection 713.06 as shown:

713.06 Flexible Delineators

A. Physical Properties

- a. **Material.** The post shall be manufactured from an impact resistant flexible material, and resistant to the following: U.V. exposure, cold weather temperatures, temperature fluctuation, and de-icing materials. The post shall be permanently sealed at the top and shall be date-stamped showing the month and year of fabrication. The date-stamp shall be on top of the post on the side facing away from traffic. The numerals shall be at least ¼ inch in height and shall be die-stamped or legibly stamped with permanent ink.
- b. **Color.** The post shall be Interstate Green in accordance with AMS-STD-595, Color Number 14109, unless otherwise specified. The post shall show no signs of delamination, distress, or discoloration.
- c. **Dimensions.**
 - i. **Length.** The post shall provide a height of 48 inches above the edge of pavement and provide the required anchoring depth for Drivable Method of installation. The post length shall conform to requirements outlined in S-612-01 for all other methods of installation.
 - ii. **Width.** The post shall have a minimum width of 2 3/8 inches and a maximum width of 4 1/8 inches facing traffic.

- B. Base Anchoring.** The post shall be designed to facilitate a permanent installation resistant to overturning, twisting, and displacement from wind and impact forces. A metal anchor base shall be installed per CDOT Standard Plan S-612-01 or manufacturer's recommendation. A concrete foundation shall be used for delineator support in soft soils per the plans or as directed by the Engineer.

The base anchor shall be capable of being driven into an earth shoulder with or without a pilot hole. Installation shall be accomplished with typical maintenance equipment.

- C. Reflective Elements.** Posts shall be shaped to accommodate the installation of reflective elements. Each reflective element shall be a 3 x 3 inch squared, Type IV or Type V reflective sheeting material meeting the requirements of subsection 713.10.

A Type I delineator shall have one (3 x 3 inch) reflective element on one side, a Type II delineator shall have two (3 x 3 inch) reflective elements on one side, and a Type III delineator shall have three (3 x 3 inch) reflective elements on one side. Reflective elements shall be placed in a straight vertical column starting one inch from the top edge of the delineator. Type II and III delineators shall have reflective elements separated by one inch vertically in the column.

All reflective elements shall be placed at the factory by the manufacturer prior to on-site delivery of delineators. The texture of the projected surface shall be smooth and suitable for the

REVISION OF SECTIONS 612 AND 713
DELINEATORS AND REFLECTORS

adherence of reflective elements without preparation other than wiping with a clean cloth dampened with mineral spirits to remove oil-type contaminants.

Reflective elements shall be protected from scratches, abrasions, and other physical damage during shipping and base anchor driving by an easily removable "masking" sheet.

- D. Workmanship. The posts shall exhibit good workmanship and shall be free of burrs, discoloration, contamination, and other objectionable marks or defects which affect appearance or serviceability. Each post shall be visibly free of bends or twists, prior to and after installation.
- E. Performance Requirements. Posts shall be tested in accordance with NTPEP's Evaluation of Temporary Traffic Control Devices: Flexible Delineators. Posts shall be designed such that an installed post is capable of self-erecting and remain serviceable after being subjected to a series of direct impacts by a typical passenger sedan.
Posts installed in ground mount, side of roadway configurations shall be capable of withstanding a series of ten impacts into the traffic face of the post at a speed of 55 mph.
Posts installed in surface mount, head-on and/or channelizing configurations shall be capable of withstanding a series of 125 impacts into the traffic face of the post at a speed of 55 mph.
CDOT reserves the right to require additional testing to best meet the performance of Colorado's environment.
- F. Sampling and Acceptance. Prior to shipment of posts, the manufacturer shall submit a MASH self-certification letter to the Project Engineer.

REVISION OF SECTION 630
TRAFFIC CONTROL MANAGEMENT

Revise Section 630 of the Standard Specifications as follows:

Add the following to Subsection 630.11:

The traffic control diary requires a signature of the Traffic Control Supervisor.

Traffic Control Supervisors are required to always have in-use Methods of Handling Traffic available on a project.

630.11 (5, iv)

630.11 (5, iv)

Traffic Control Supervisor's name

630.11 (8)

Overseeing all requirements covered by the Contract that contribute to the convenience, safety and orderly movement of traffic. Have an up-to-date copy of the MUTCD and applicable standards and specifications available at all times on the project.

Traffic Control Supervisor's name and signature

630.11 (8)

Overseeing all requirements covered by the Contract that contribute to the convenience, safety and orderly movement of traffic. Have an up-to-date copy of the MUTCD, in-use MHTs, and applicable standards and specifications available at all times on the project.

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

A. AFFIRMATIVE ACTION REQUIREMENTS

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
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:

Goals and Timetable for Minority Utilization

Timetable - Until Further Notice			
Economic Area	Standard Metropolitan Statistical Area (SMSA)	Counties Involved	Goal
157 (Denver)	2080 Denver-Boulder	Adams, Arapahoe, Boulder, Denver, Douglas, Gilpin, Jefferson.....	13.8%
	2670 Fort Collins	Larimer.....	6.9%
	3060 Greeley	Weld.....	13.1%
	Non SMSA Counties	Cheyenne, Clear Creek, Elbert, Grand, Kit Carson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington & Yuma.....	12.8%
158 (Colo. Spgs. - Pueblo)	1720 Colorado Springs	El Paso, Teller.....	10.9%
	6560 Pueblo	Pueblo.....	27.5%
	Non SMSA Counties	Alamosa, Baca, Bent, Chaffee, Conejos, Costilla, Crowley, Custer, Fremont, Huerfano, Kiowa, Lake, Las Animas, Lincoln, Mineral, Otero, Prowers, Rio Grande, Saguache.....	19.0%
159 (Grand Junction)	Non SMSA	Archuleta, Delta, Dolores, Eagle, Garfield, Gunnison, Hinsdale, La Plata, Mesa, Moffat, Montezuma, Montrose, Ouray, Pitkin, Rio Blanco, Routt, San Juan, San Miguel	10.2%
156 (Cheyenne - Casper WY)	Non SMSA	Jackson County, Colorado.....	7.5%
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 Part 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.

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

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;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- 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.

**AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY**

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 the 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.

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- 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.

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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 though 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).

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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 after 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 through 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.

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- d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women 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 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.

CERTIFIED PAYROLL REQUIREMENTS
FOR CONSTRUCTION CONTRACTS

All applicable contractors subject to Davis-Bacon and Related Acts (DBRA) requirements shall submit all payrolls weekly (at least every seven days), related to Form FHWA 1273, *Required Contract Provisions for Federal-Aid Construction Contracts*, and the Colorado Senate Bill 19-196. The Contractor, all subcontractors, and applicable suppliers required to submit certified payrolls shall follow all DBRA requirements, including sections 5.5, 3.5, and 3.6 of the 29 CFR. Contractors shall upload a completed Contractor Fringe Benefit Statement (CFBS) into LCPtracker at least once per project, utilizing the following web link:

<https://prod-cdn.lcptracker.net/login/login>

The CFBS shall include benefit details for employees who perform work on the project. The CFBS shall provide an overview of the bona fide benefits provided by the employer. If a contractor's fringe benefits change during the project's life, a revised CFBS shall be submitted to reflect the changes accurately. Note other deductions by type and amount. Attach required supporting documentation in the LCPtracker system. Contractors, subcontractors, and applicable suppliers shall establish and utilize a process that allows all employees to verify the number of hours and classifications submitted to pay wages and benefits.

The Contractor, subcontractors, and applicable suppliers shall submit payrolls directly into LCPtracker for approval by the Contractor. The prime approver for the Contractor shall approve or reject payrolls within seven days after submission into LCPtracker.

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1. Definitions.

Terms not defined in this special provision shall have the meaning provided in the *CDOT Standard Specifications for Road and Bridge Construction*.

- A. *CDOT Form 1414 Anticipated DBE Participation Plan*. Document that lists all of the bidder's DBE Commitments and submitted with the bid.
- B. *CDOT Form 1415 Commitment Confirmation*. Document confirming the bidder's Commitments and submitted post-bid.
- C. *CDOT Form 1416 Good Faith Effort Report*. Document that details the actions taken to meet the Contract Goal.
- D. *CDOT Form 1417 Approved DBE Participation Plan*. Document that lists the bidder's approved Commitments at the time of Contract award.
- E. *CDOT Form 1432 Commercially Useful Function Questionnaire*. Document that records and verifies each DBE's CUF for Eligible Participation.
- F. *Commitment*. 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 initially submitted to CDOT via Form 1414 and/or Form 1415.
- G. *Commercially Useful Function (CUF)*. Responsibility for the execution of the work and carrying out such responsibilities by actually performing, managing and supervising the work per Section 8 of this special provision.
- H. *Contract Goal*. The percentage of the Contract designated by CDOT for DBE participation as specified by the Project Special Provision *Disadvantaged Business Enterprise (DBE) Contract Goal*. For determining whether the Contract Goal was met before award, the Contract Goal will be based upon the proposal amount excluding force account items. In the event a Contract Modification Order increases the amount of the Contract, as described in Section 6 of this special provision, the Contract Goal shall be based on the Total Earnings Amount.
- I. *DBE Program Manual*. The manual maintained by the Civil Rights & Business Resource Center (CRBRC) detailing CDOT's policies and procedures for administering the DBE program.
- J. *Disadvantaged Business Enterprise (DBE)*. A Colorado-certified Disadvantaged Business Enterprise listed on the Colorado Unified Certification Program (UCP) DBE Directory.
- K. *Eligible Participation*. Work by a DBE which counts as valid DBE participation on the Contract and may be used towards fulfillment of a Commitment.
- L. *Good Faith Efforts*. All necessary and reasonable steps to meet 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 before award and throughout performance of the Contract. For guidance on Good Faith Efforts, see Section 4 of this special provision below.
- M. *Joint Check*. A check issued by the Contractor or one of the Contractor's subcontractors to a DBE firm

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and a material supplier or other third party for materials or services to be incorporated into the work.

- N. *Race-Neutral*. DBE Participation on the Contract obtained through customary competitive procedures.
 - O. *Reduction*. Lessening the Commitment amount to a DBE. A Reduction constitutes a partial termination and includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE with the Contractor's own forces or to have that work performed by a business entity other than the committed DBE.
 - P. *Subcontractor*. An individual, firm, corporation or other legal entity to whom the Contractor sublets part of the Contract, as per Section 101 in the *Standard Specifications for Road and Bridge Construction*. For purposes of this special provision, the term Subcontractor includes suppliers.
 - Q. *Substitution*. When a Contractor seeks to find another DBE to perform work on the Contract as a result of a Reduction or Termination.
 - R. *Termination*. When a Contractor no longer intends to use a DBE for fulfillment of a Commitment.
 - S. *Total Earnings Amount*: Amount of the Contract earned by the Contractor, including approved Contract Modification Orders and approved force account work performed, but not including 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).
 - T. *Work Code*. A code to identify the work that a DBE is certified to perform as a DBE. A work code includes a six digit North American Industry Classification System (NAICS) number 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.
2. **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. When a Contract Goal for DBE participation is set pursuant to the U.S. Department of Transportation's DBE Program, the apparent low responsible bidder must show that they have committed to DBE participation sufficient to meet the Contract Goal or has otherwise made Good Faith Efforts to do so in order to be awarded the Contract.

The Contractor's progress towards the Contract Goal will be monitored throughout the Contract to ensure the fulfillment of the Contractor's DBE Commitments. Modifications to the Commitments must receive prior approval. If the amount of the Contract increases during the performance of the Contract, the Contractor must make Good Faith Efforts to obtain additional DBE participation to meet the Contract Goal. Final payment to the Contractor may be reduced if the Contractor has failed to fulfill Commitments and/or make Good Faith Efforts to meet the Contract Goal following an increase in the amount of the Contract. The Contractor may be subject to the withholding of payment and/or other contractual remedies if the Contractor does not comply with the requirements of this special provision.

For general assistance regarding the DBE program and compliance, contact CDOT's CRBRC or the CDOT Region Civil Rights Office overseeing the project. For project specific issues, contact the Engineer or CDOT Regional Civil Rights Office.

All forms referenced by this special provision can be found on the CDOT website in the CDOT Forms Catalog: <http://www.codot.gov/library/forms>.

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3. **Contract Assurance.** By submitting a proposal for this Contract, the bidder agrees to the following assurance and shall include the following paragraph verbatim in all subcontracts including those with non-DBE firms:

The Contractor, subrecipients of DOT-assistance through CDOT, 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, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

4. **Good Faith Efforts.** Good Faith Efforts may be required before award and/or during Contract performance. Good Faith Efforts should include, but are not limited to, reaching out to DBEs that could perform subcontracting opportunities on the Contract, breaking out contract work items into economically feasible units (e.g., smaller tasks or quantities) to facilitate DBE participation even when the bidder/Contractor might otherwise self-perform these items, negotiating in good faith with DBEs and not refusing to utilize a DBE for price alone, and other efforts to obtain DBE participation on the Contract. For additional guidance on making Good Faith Efforts see 49 CFR Part 26 Appendix A.

(a) *Bidding Requirements.* When a Contract Goal is established, the Contract may not be awarded until the apparent low responsible bidder has demonstrated Good Faith Efforts to meet the Contract Goal by either

- Documenting sufficient Commitments to meet the Contract Goal, or
- Documenting adequate Good Faith Efforts to meet the Contract Goal even though they did not obtain enough Commitments to do so.

A Commitment may be made to a firm at any tier. The apparent low responsible bidder must have received a quote from a DBE in order to claim a Commitment to a DBE.

(1) *Anticipated Participation Plan.* All bidders shall submit Form 1414 listing Commitments obtained from DBEs, with their proposal, even if such Commitments do not meet the Contract Goal. If the apparent low responsible bidder has not obtained any Commitments or if the Contract Goal is 0% and the apparent low responsible bidder is electing not to make voluntary Commitments, they shall still submit Form 1414 documenting zero anticipated participation. Failure to submit a signed Form 1414 shall result in rejection of the proposal and the apparent low responsible bidder deemed non-responsive. The apparent low responsible bidder shall ensure that Commitments, and the resulting estimated Eligible Participation, have been properly calculated before submitting their proposal. If the apparent low responsible bidder is a DBE seeking Eligible Participation credit for self-performance, the apparent low responsible bidder shall include themselves in Form 1414, list the work to be self-performed, and the amount that the bidder intends to count as Eligible Participation.

(2) *Utilization Plan.*

- a. *CDOT Advertised Projects.* These projects will require the submission of a DBE Utilization Plan (UP) via B2GNow. The apparent low responsible bidder shall submit the UP within five days of bid opening. In order to complete the UP, the apparent low responsible bidder shall obtain and upload in B2GNow a completed Form 1415 for each DBE listed on Form 1414. If the total Eligible Participation submitted on the Form 1414 and/or confirmed on Form 1415 did not meet the Contract Goal, the apparent low responsible bidder shall also submit Form 1416 with the UP in B2GNow. The Form 1416 should include any supporting

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documentation which the apparent low responsible bidder would like to be considered as evidence of their Good Faith Efforts. If a non-DBE was selected in lieu of a DBE, the apparent low responsible bidder shall include all quotes from the non-DBE and DBE firms.

The apparent low responsible bidder shall complete Section 1 of the Form 1415 and the DBE shall complete Section 2 of Form 1415. The Commitment in Form 1415 shall be consistent with the Commitment listed on Form 1414. If a Commitment is made to second tier or lower DBE subcontractor, the apparent low responsible bidder maintains responsibility for the fulfillment of the Commitment and shall sign the Form 1415. The apparent low responsible bidder shall not Terminate, Reduce, or Substitute a Commitment listed on Form 1414 without following the procedures outlined in Section 5 below. Increases in the Commitment amount do not require CDOT approval per the procedures in Section 5 below.

- b. *Projects Not Advertised by CDOT.* The apparent low responsible bidder shall submit to the project owner a completed Form 1415 for each DBE listed on the Form 1414 by 4:30 pm on the fifth day after bid opening. If the total Eligible Participation submitted on the Form 1414 and/or Form 1415 does not meet the Contract Goal, the apparent low responsible bidder shall also submit Form 1416 along with any supporting documentation of the apparent low responsible bidder's Good Faith Efforts. If a non-DBE was selected in lieu of a DBE, the apparent low responsible bidder shall include all quotes from the non-DBE and DBE firms.

The apparent low responsible bidder shall complete Section 1 of the Form 1415 and the DBE shall complete Section 2 of Form 1415. The Commitment in Form 1415 shall be consistent with the Commitment listed on Form 1414. If a Commitment is made to second tier or lower DBE subcontractor, the apparent low responsible bidder maintains responsibility for the fulfillment of the Commitment and shall sign the Form 1415. The apparent low responsible bidder shall not Terminate, Reduce, or Substitute a Commitment listed on Form 1414 without following the procedures outlined in Section 5 below. Increases in the Commitment amount do not require approval per the procedures in Section 5 below.

- (3) *Good Faith Effort Review Before Award.* The Forms 1414, 1415, and UP (for CDOT advertised projects) will be evaluated to ensure that each Commitment is valid and all Eligible Participation has been properly calculated. The apparent low responsible bidder may be required to provide additional information in order to confirm the accuracy of a Commitment.

If the apparent low responsible bidder's Forms 1414, 1415, and UP (for CDOT advertised projects) claimed that the Contract Goal was met but the total estimated Eligible Participation of the Commitments does not meet the Contract Goal, the apparent low responsible bidder will be given two working days to amend their Commitments by submitting amended Form(s) 1415 and UP (for CDOT advertised projects). If the total Eligible Participation on the amended Commitments do not meet the Contract Goal, the

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apparent low responsible bidder shall submit Form 1416 and provide documentation of their Good Faith Efforts.

When the total estimated Eligible Participation of the Commitments does not meet the Contract Goal, the Form 1416 and all supporting documentation will be evaluated per Appendix A of 49 CFR Part 26. The apparent low responsible bidder will be deemed to not have made Good Faith Efforts if a Commitment lists a DBE for a work area for which the DBE is not certified and the apparent low responsible bidder cannot establish a reasonable basis for the error. Commitments made after submission of the bid will only be considered for acceptance if the bidder demonstrates that (1) Good Faith Efforts were made before submission of the bid, and (2) there is reasonable justification for not obtaining sufficient Commitments before submission of the bid.

The apparent low responsible bidder will be notified in writing if CRBRC determines that Good Faith Efforts to meet the Contract Goal were not demonstrated. The apparent low responsible bidder may request administrative reconsideration as outlined in subsection 4(a)(4) of this special provision. CDOT will include instructions on how to request administrative reconsideration in the written Good Faith Effort determination.

- (4) *Administrative Reconsideration.* The apparent low responsible bidder will be provided an opportunity to request administrative reconsideration if the CRBRC determines that the apparent low responsible bidder did not demonstrate Good Faith Efforts to meet the Contract Goal. The independent Administrative Reconsideration Official is the CDOT Chief Engineer or designee, provided that such designee did not participate in the original determination. The CRBRC will provide the Administrative Reconsideration Official with a copy of the Good Faith Effort notice issued to the apparent low responsible bidder. The apparent low responsible bidder shall have five working days from the date of the Good Faith Effort determination notice to submit a written request for administrative reconsideration. The written request shall include the apparent low responsible bidder's basis for reconsideration, including any supporting documentation which they would like to be considered. The written request shall also include a statement as to whether the apparent low responsible bidder would like an in-person or telephonic hearing before the Administrative Reconsideration Official. If the apparent low responsible bidder does not specify a hearing request, the right to a hearing will be waived and administrative reconsideration will be based on the available record, as well as any written documentation provided by the apparent low responsible bidder. If the apparent low responsible bidder requests a hearing, the Administrative Reconsideration Official will establish a date and time for the hearing and send written notice at least two working days in advance of the hearing. The Administrative Reconsideration Official may waive the two-day requirement if holding the hearing sooner is determined to be in the public interest. The Administrative Reconsideration Official may request additional documentation. A copy of all requests and responses shall be provided to all parties. The Administrative Reconsideration Official will issue the final determination as to whether the apparent low responsible bidder demonstrated Good Faith Efforts to meet the Contract Goal. The determination of the Administrative Reconsideration Official is final.
- (5) *Approval.* Upon a determination that the apparent low responsible bidder has demonstrated Good Faith Efforts to meet the Contract Goal, the apparent low responsible bidder will be issued Form 1417 or an approved UP in B2GNow (for CDOT advertised projects), documenting the approved Commitments on the Contract.

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5. **Commitment Modifications.** The Contractor shall fulfill Commitments unless the Contractor obtains approval for Termination, Reduction, or Substitution. Unless approved, the Contractor will not be entitled to payment for the work or materials pertaining to an unapproved Termination, Reduction, or Substitution. During the performance of the Contract, the Contractor shall use Form 1420, *DBE Participation Plan Modification Request* to communicate all requests for Termination, Reduction, and/or Substitution. One Form 1420 may include multiple Commitment modification requests and must be submitted to CDOT at the time of the occurrence or, if that is not possible, within a reasonable time of the occurrence requiring Termination, Reduction, and/or Substitution. Failure by the Contractor to carry out the requirements of this section is a material breach of the Contract and may result in the termination of the Contract or other established remedies.

- (a) *Good Cause Requirement.* Termination, Reduction, and/or Substitution will not be approved unless the Contractor has Good Cause to modify the Commitment. Good Cause includes, but is not limited to
- i. The DBE fails or refuses to execute a written contract;
 - ii. The DBE fails or refuses to perform the work of their 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 their 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;
 - 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; or
 - xi. Other documented Good Cause that compels termination.

Good Cause does not exist if the Contractor seeks Termination so that the Contractor can self-perform the work for which the DBE was engaged or solely so that the Contractor can Substitute another DBE or non-DBE contractor after Contract award. When work Committed to a DBE is eliminated or reduced and such change is not due to and/or initiated by the Contractor, the change shall be Good Cause for Termination or Reduction. Upon approval of a Termination and/or Reduction, the Contractor will be subject to the Substitution requirements of subsection 5(d) of this special provision.

- (b) *Notice to the DBE.* The Contractor shall notify the DBE in writing of the Contractor's intent to Terminate, Reduce, or Substitute, and the underlying reason(s) before submitting the Form 1420 requesting the proposed Commitment modification. In the notice of intent, the Contractor shall provide the DBE at least five days to respond to the notice and inform the Contractor of the reasons, if any, why the DBE objects to the proposed Commitment modification. The Contractor is not required to provide the five days written notice in cases where the DBE in question has provided written notice they are withdrawing from their subcontract or purchase order. The notice period may be reduced if determined to be in the public interest by the project owner.

Following the notice period, the Contractor shall submit a Form 1420 to request approval of the proposed Commitment modification, along with written documentation of the notice given to the DBE.

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- (c) *Determination.* The Contractor will be notified in writing of the Good Cause determination and whether the modification request is approved or denied.
- (d) *Substitution Requirement.* When a Commitment is Terminated or Reduced (including when a DBE withdraws), the Contractor shall make Good Faith Efforts to find another DBE to Substitute for the original DBE. These Good Faith Efforts shall be directed at finding another DBE to perform at least the same amount, but not necessarily the same type, of work under the Contract as the participation that was Terminated or Reduced up to the Contract Goal. To make a Substitution, the Contractor may:
- i. Make a new Commitment to any unperformed work on the Contract by providing a completed Form 1415, *Commitment Confirmation* for each new DBE Commitment;
 - ii. Increase the amount of an existing Commitment for any unperformed work on the Contract by submitting a revised Form 1415 for that Commitment; or
 - iii. Utilize any Race-Neutral Eligible Participation on the Contract performed before the Form 1420 submission as part of their Good Faith Efforts pursuant to this subsection by submitting a completed Form 1420.

If the Contractor has not obtained sufficient Substitutions up to the Contract Goal, the Contractor shall submit evidence of Good Faith Efforts to Substitute via the Form 1416 *Good Faith Effort Report*. The Contractor shall have seven days from the submission date of the Commitment modification request (Form 1420) to submit documentation of Substitutions and/or Form 1416 evidencing Good Faith Efforts to obtain sufficient Substitutions despite failing to do so. This period may be extended at the discretion of CDOT.

6. **Contract Modification Orders.** When one or more Contract Modification Orders, as defined in CDOT's *Standard Specifications for Road and Bridge Construction*, adds new work items or increases the total dollar amount of the Contract, the Contractor is required to make Good Faith Efforts to obtain additional Eligible Participation sufficient to meet the Contract Goal on the Total Earnings Amount. Under this section, the Contractor may obtain additional Eligible Participation by:

- i. Making a new Commitment to any unperformed work on the Contract by providing a completed Form 1415, *Commitment Confirmation* for each new DBE Commitment;
- ii. Increasing the amount of an existing Commitment for any unperformed work on the Contract by submitting a revised Form 1415 for that Commitment;
- iii. Utilizing other Eligible Participation on the Contract as part of Good Faith Efforts pursuant to this Section by submitting a completed Form 1420.

When the Contractor elects to obtain additional Eligible Participation under subpart (iii), such Eligible Participation does not need to be included as part of an approved Commitment. However, the Contractor is responsible to provide a completed Form 1420 documenting all additional Eligible Participation obtained under subpart (iii) before, or at the time of, Contract finalization.

If the Contractor determines they will be unable to obtain additional Eligible Participation sufficient to meet the Contract Goal on the Total Earnings Amount following a Contract Modification Order(s), the Contractor shall provide documentation of Good Faith Efforts to obtain additional DBE participation by submitting a completed Form 1416, along with any supporting documentation which they would like considered as evidence of Good Faith Efforts. The Form 1416 must be submitted within a reasonable time of the Contractor's initial determination that they will be unable to obtain additional Eligible Participation sufficient to meet the Contract

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Goal on the Total Earnings Amount. The Contractor may be required to provide additional documentation. The Contractor's Good Faith Efforts to obtain additional Eligible Participation, or lack thereof, will be considered when assessing any potential payment reductions to the Contractor per Section 9 of this special provision.

When one or more Contract Modification Orders, as defined under subsection 101.18 of CDOT's *Standard Specifications for Road and Bridge Construction*, reduces work items or decreases the total dollar amount of the Contract, any approved Commitments on the Contract continue to be binding on the Contractor unless Good Cause is established to Substitute, Terminate, and/or Reduce the Commitment per Section 5 of this special provision.

7. Counting. In order for work performed by a DBE to count as Eligible Participation, the following criteria must be met:

- (a) *DBE Certified to Perform the Work.* The DBE must be certified by the Colorado UCP in the work to be performed. DBEs are certified in particular areas of work which are designated by a Work Code. Each DBE's Work Codes can be found on their profile on the Colorado UCP DBE Directory.

The DBE must be certified to perform the work, and not under suspension, upon submission of the Commitment and upon execution of the DBE's subcontract. When a Commitment has been made, but upon review of the Form 205, *Sublet Permit Application*, or Form 1425, *Supplier Application Approval Request*, 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 as Eligible Participation. The Contractor shall Terminate the DBE Commitment and seek Substitution(s) per subsection 5(d) of this special provision. However, a DBE's work will continue to count as Eligible Participation if the DBE was certified upon approval of the Form 205 or Form 1425 but the certification status changes during the performance of the work. Suppliers must be certified upon execution of the purchase order.

- (b) *Work Included in Commitment and/or Verified via Form 205 or Form 1425.* 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 an approved Commitment or verified via Form 205 or Form 1425. The work identified on a Form 1425 shall not count against the Contractor's 30 percent as required under CDOT's *Standard Specifications for Road and Bridge Construction*.

If the Contractor intends to use a DBE for work in order to fulfill an existing Commitment to that DBE but the work was not listed in the original Commitment (Form 1415), the Contractor shall submit a request for modification per Section 5 of this special provision to include the new area of work to be performed. Unapproved work may count as Eligible Participation on the Contract but may not be used towards the fulfillment of the original Commitment to the DBE. 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 unless such work is in addition to the original Commitment.

Form 205 will be reviewed to determine whether the work being sublet is consistent with the Contractor's Commitments. Approval of the sublet request may be withheld if the Contractor has Reduced, Terminated, or otherwise modified the type or amount of work to be performed by a DBE without seeking advanced approval.

- (c) *Work Performed by DBE.* The work must be actually performed by the DBE with their own forces. For purposes of this specification, work performed by the DBE with their own forces includes work by temporary employees, provided such employees are under the control of the DBE; the cost of supplies and materials obtained by the DBE for their work on the Contract, provided that such supplies are not purchased or leased from the Contractor or a subcontractor that is subletting to the DBE; the cost of any equipment leased by the DBE, provided that such equipment is not leased from the Contractor or a subcontractor that is subletting to the DBE.

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When a DBE subcontracts part of the work, the value of the subcontracted work shall be counted as Eligible Participation only if the subcontractor is a DBE and meets the criteria of this special provision. Performance of subcontracted work by non-DBE subcontractors, including non-DBE trucking firms and owner-operators, is not Eligible Participation and may not be used towards the fulfillment of a Commitment, the Substitution requirements under Section 5(d) of this special provision, and/or additional Eligible Participation under Section 6 of this special provision.

- (d) *Payment Received for Work.* The DBE must receive payment, including the release of their retainage, in order for the work to count as Eligible Participation.
- (e) *Special Calculations for Suppliers.* When a DBE supplies goods or materials for 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, based upon the actual work performed, per 49 CFR Part 26.55(e). When a DBE is deemed to be acting as a manufacturer, 100 percent of the cost of the materials and/or supplies will count as Eligible Participation. When a DBE is deemed to be acting as a regular dealer (non-manufacturer supplier), only 60 percent of the cost of the materials and/or supplies will count as Eligible Participation. When a DBE is deemed to be acting as a broker, only the reasonable brokerage fee will count as Eligible Participation.
- (f) *Service Fees.* For a DBE firm providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, the fees and commissions charged by the DBE shall count as Eligible Participation, provided the fees are not excessive as compared with fees customarily allowed for similar services. In the case of DBE temporary employment placement agencies, only the placement fee for a temporary employee that will be specifically and exclusively used for work on the contract shall count as Eligible Participation; the hourly fee does not count as Eligible Participation unless the firm is also certified in the work to be performed.
- (g) *Joint Venture Calculation.* When a DBE is a participant in a joint venture, the DBE must submit Form 893, *Information for Determining DBE Participation when a Joint Venture Includes a DBE*, to determine how much of the work performed by the joint venture may be considered Eligible Participation. To ensure sufficient time for review, Form 893 shall be submitted to CDOT no less than ten days before the submission of the bid or, if requested during the Contract, the point at which the DBE will begin work.
- (h) *Commercially Useful Function.* Upon a determination that a DBE has not performed a Commercially Useful Function (CUF) on the project, no participation by such DBE is Eligible Participation. DBE performance on the Contract will be monitored to ensure each DBE is performing a CUF. The DBE, Contractor, and any other involved third parties may also be subject to additional enforcement actions as described in Section 9 of this special provision.

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 will be considered in evaluating whether a DBE is performing a CUF. With respect to material and supplies used on the Contract, 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 in order to perform a CUF.

With respect to trucking, the DBE trucking firm must own and operate at least one fully licensed, insured, and operational truck used on the Contract in order to perform a CUF. Additionally, the DBE trucking firm must be responsible for the management and supervision of their entire trucking operation on the Contract. Work by a DBE trucking firm will count as Eligible Participation only if the work was performed (i) with trucks owned and insured by the DBE trucking firm and those trucks were operated by drivers employed by the DBE trucking firm or (ii) with trucks leased by the DBE

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trucking firm from another DBE firm including owner operators who are certified DBEs. The DBE who leases trucks from another DBE receives credit for the transportation services the lessee DBE provides on the contract.

A DBE does not perform a CUF when their 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. Similar transactions involving non-DBEs will be evaluated in order to determine whether a DBE is an extra participant. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of their contract or subcontract with their 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 the DBE is not performing a CUF. The DBE may present evidence to rebut this presumption.

CUF will be evaluated using Form 1432 per Section 8(a) below.

- (i) *Joint Checks.* All Joint Checks must be approved before they are used in payment to a DBE. Joint Checks used in payments to DBEs will be monitored closely to ensure the DBE is performing a CUF and 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. Failure to receive approval of a Joint Check may result in not counting such payment as Eligible Participation.

8. Contract Finalization

- (a) *Form 1432.* In order to have work performed and/or supplies provided by a DBE on the Contract count as Eligible Participation, the Contractor must submit a Form 1432 for that DBE. The Form 1432 must be signed by the DBE, Contractor and Project Engineer. Work performed and/or supplies provided on the Contract by a DBE Commitment will not count as Eligible Participation without a corresponding Form 1432 and the Contractor may be subject to a payment reduction as described in subsection 8(b) of this special provision.
- (b) *Payment Reduction.* The Contractor's retainage will not be released until a determination is made as to whether the Contractor will be subject to a payment reduction. The Contractor will be subject to a payment reduction for any unapproved Termination, Reduction, and/or Substitution. Additionally, the Contractor will be subject to a payment reduction for any portion of a Commitment that was not fulfilled. The Contractor will not be subject to duplicate payment reductions for the same offense. The amount of the payment reduction may be adjusted if the Contractor demonstrates that a failure to fulfill a Commitment or otherwise meet their obligations under this special provision was due to circumstances outside of their control.

- 9. **Other Enforcement.** As necessary, participants may be reviewed or investigated. 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.

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. Failure to comply with this paragraph shall be a ground for appropriate action against the party involved (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).

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Upon a determination 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 impermissible business arrangement, or if the Contractor engages in repeated violations, falsification or misrepresentation, any fraudulent or misrepresented DBE participation shall not count as Eligible Participation, progress payments may be withheld from the Contractor commensurate with the violation, the Contractor's prequalification status may be suspended, the matter may be referred to the Office of Inspector General of the U.S. Department of Transportation for investigation and/or any other available contractual remedy may be sought.

PROJECT NUMBER: BRO C320-004

PROJECT CODE: 22521

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U.S. DEPT. OF LABOR DAVIS BACON MINIMUM WAGES, COLORADO
HIGHWAY CONSTRUCTION, GENERAL DECISION NUMBER - CO20230012

DATE: January 6, 2023

Decision Nos. CO20230012 dated January 6, 2023 supersedes Decision Nos. CO20220012 dated January 7, 2022.		Modifications			ID
		MOD Number	Date	Page Number(s)	
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. CO20230012 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.					
General Decision No. CO20230012 The wage and fringe benefits listed below reflect collectively bargained rates.					
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod	
1491	CARPENTER (Excludes Form Work)	26.50	10.32		
1824	ELECTRICIAN	26.45	12.09		
	POWER EQUIPMENT OPERATOR:				
	Drill Rig Caisson				
1492	Smaller than Watson 2500 and similar	31.05	12.35		
1493	Watson 2500 similar or larger	31.37	12.35		
	Mechanic				
1494	La Plata County	31.20	12.35		
General Decision No. CO20230012 The wage and fringe benefits listed below do not reflect collectively bargained rates.					
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod	
	CARPENTER:				
	Form Work Only				
1495	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	18.57	5.38		
1496	La Plata	18.60	5.38		
	CEMENT MASON/CONCRETE FINISHER:				
1497	Alamosa, Archuleta, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Ouray, Rio Grande, Saguache, San Juan, San Miguel	17.67	2.85		

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HIGHWAY CONSTRUCTION, GENERAL DECISION NUMBER - CO20230012

DATE: January 6, 2023

General Decision No. CO20230012				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	CEMENT MASON/CONCRETE FINISHER (con't.):			
1498	Chaffee	15.55	2.85	
1499	La Plata	18.99	2.85	
1500	Montrose	16.95	2.85	
1501	ELECTRICIAN	28.06	8.76	
1502	GUARDRAIL INSTALLER	12.78	3.31	
	HIGHWAY/PARKING LOT STRIPING:			
1503	Truck Driver (Line Striping Truck)	14.60	3.49	
1504	Painter	12.90	3.07	
	IRONWORKER:			
1505	Reinforcing (Excludes Guardrail Installation)	16.94	6.77	
1506	Structural (Excludes Guardrail Installation)	16.76	6.01	
	LABORER:			
	Asphalt Raker			
1507	Alamosa	17.53	3.75	
1508	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, San Juan, San Miguel	16.43	3.42	
1509	La Plata	15.38	3.12	
	Common or General			
1510	Alamosa, Chaffee, Montezuma, Montrose	12.44	3.53	
1511	Archuleta, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Ouray, Rio Grande, Saguache, San Miguel	13.70	3.53	
1512	Fremont	15.19	3.00	
1513	La Plata	14.07	3.53	
1514	Mineral	14.84	3.53	
1515	San Juan	13.73	3.53	
1516	Concrete Saw (Hand Held)	16.00	6.14	

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U.S. DEPT. OF LABOR DAVIS BACON MINIMUM WAGES, COLORADO
HIGHWAY CONSTRUCTION, GENERAL DECISION NUMBER - CO20230012

DATE: January 6, 2023

General Decision No. CO20230012				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	LABORER (con't):			
	Landscape and Irrigation			
1517	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	14.02	3.16	
1518	La Plata	13.54	3.16	
	Mason Tender - Cement/Concrete			
1519	Alamosa, Archuleta, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	14.59	3.10	
1520	Chaffee	12.44	3.10	
1521	La Plata	15.67	3.10	
	Traffic Control			
1522	Flagger	9.42	3.21	
1523	Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags, (Excludes Flaggers)	12.39	3.20	
1524	PAINTER (Spray Only)	17.54	3.52	
	POWER EQUIPMENT OPERATOR:			
	Asphalt Laydown			
1525	Alamosa, La Plata	22.67	8.72	
1526	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	23.13	8.64	
1527	Asphalt Paver	22.67	8.72	
1528	Asphalt Plant	17.23	4.07	
	Asphalt Roller			
1529	Alamosa	21.67	8.22	
1530	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	22.77	8.36	
1531	La Plata	22.68	7.30	

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DATE: January 6, 2023

1532	Montezuma	22.67	8.72	
1533	Asphalt Spreader	22.67	8.72	
General Decision No. CO20230012 The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't):			
	Backhoe/Trackhoe			
1534	Alamosa	21.03	3.75	
1535	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	19.75	3.75	
1536	La Plata	19.79	5.13	
1537	Mineral	19.17	5.53	
1538	Montezuma	16.42	4.42	
	Bobcat/Skid Loader			
1539	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	18.20	4.54	
1540	La Plata	19.98	4.88	
1541	Mineral	17.94	4.62	
	Broom/Sweeper			
1542	Alamosa	20.67	9.22	
1543	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, La Plata, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	21.70	9.22	
	Bulldozer			
1544	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	23.28	9.22	
1545	Fremont	23.67	9.22	
1546	La Plata	23.57	8.72	
1547	Chipper	22.04	8.26	
	Crane			

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U.S. DEPT. OF LABOR DAVIS BACON MINIMUM WAGES, COLORADO
HIGHWAY CONSTRUCTION, GENERAL DECISION NUMBER - CO20230012

DATE: January 6, 2023

1548	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	25.01	8.22	
1549	La Plata	25.21	8.22	

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U.S. DEPT. OF LABOR DAVIS BACON MINIMUM WAGES, COLORADO
HIGHWAY CONSTRUCTION, GENERAL DECISION NUMBER - CO20230012

DATE: January 6, 2023

General Decision No. CO20230012				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
1550	Drill	20.84	2.66	
1551	Forklift	18.30	5.01	
1552	Grade Checker	23.91	7.89	
	Grader/Blade			
1553	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	16.39	4.20	
1554	Fremont	19.68	3.37	
1555	La Plata	19.83	4.20	
1556	Guardrail/Post Driver	16.07	4.41	
	Loader (Front End)			
1557	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montrose, Ouray, Rio Grande, Saguache, San Juan	23.38	8.22	
1558	Fremont	23.67	9.22	
1559	La Plata	23.36	7.09	
1560	Montezuma	22.82	8.72	
1561	San Miguel	23.82	9.22	
	Mechanic			
1562	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	16.74	4.20	
1563	Fremont	18.79	3.51	
	Oiler			
1564	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan,	22.97	7.88	
1565	Fremont	22.97	8.56	
1566	La Plata	24.08	5.49	
1567	San Miguel	22.97	9.22	

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U.S. DEPT. OF LABOR DAVIS BACON MINIMUM WAGES, COLORADO
HIGHWAY CONSTRUCTION, GENERAL DECISION NUMBER - CO20230012

DATE: January 6, 2023

General Decision No. CO20230012				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
	Roller/Compactor (Dirt and Grade Compaction)			
1568	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	19.24	4.96	
1569	Fremont	16.52	5.28	
1570	La Plata	18.33	2.98	
1571	Rotomill	16.28	4.41	
1572	Scraper	17.62	2.96	
	Screed			
1573	Alamosa	20.33	6.81	
1574	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	19.58	4.96	
1575	La Plata	17.86	2.75	
1576	Tractor	15.08	2.95	
	TRAFFIC SIGNALIZATION:			
1577	Groundsman	17.04	2.28	
	TRUCK DRIVER:			
	Distributor			
1578	Alamosa	18.40	4.51	
1579	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, La Plata, Mineral, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	17.62	5.27	
1580	Montezuma	15.80	5.27	

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U.S. DEPT. OF LABOR DAVIS BACON MINIMUM WAGES, COLORADO
HIGHWAY CONSTRUCTION, GENERAL DECISION NUMBER - CO20230012

DATE: January 6, 2023

General Decision No. CO20230012				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	TRUCK DRIVER (con't.):			
	Dump Truck			
1581	Alamosa	14.15	3.83	
1582	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	16.56	4.03	
1583	Fremont	16.55	4.34	
1584	La Plata	16.90	3.83	
1585	Mineral	16.97	4.61	
1586	Lowboy Truck	17.25	5.84	
1587	Mechanic	17.79	3.51	
1588	Multi-Purpose Specialty & Hoisting Truck	14.60	3.49	
	Pickup and Pilot Car			
1589	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	14.04	3.49	
1590	La Plata	15.47	3.49	
	Semi Truck			
1591	Alamosa, Archuleta, Chaffee, Gunnison, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	19.42	5.41	
1592	Conejos, Custer, Delta, Dolores, Fremont, Hinsdale, La Plata	17.25	5.41	
	Water Truck			
1593	Alamosa	17.58	3.75	
1594	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	16.75	3.04	
1595	Fremont	16.15	3.14	
1596	La Plata	17.67	3.43	
1597	Montezuma	14.88	2.07	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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U.S. DEPT. OF LABOR DAVIS BACON MINIMUM WAGES, COLORADO
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DATE: January 6, 2023

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. CO20230012

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ON THE JOB TRAINING

This On-the-Job Training (OJT) special provision is an implementation of 23 U.S.C, 140(a), a federal requirement to provide equal opportunity and training on federal-aid construction projects. The Contractor shall meet the requirements of the FHWA 1273 for all apprentices and trainees. For additional guidance, please look at the OJT Contractor Manual.

1. Goal Setting

CDOT will set OJT goals for every federally-assisted project. Goals for the projects will be set based on the criteria that is outlined in the 23 CFR Part 230, Appendix B to Subpart (A):

- A. Availability of minorities, women, and disadvantaged persons for training;
- B. The potential for effective training;
- C. Duration of the contract;
- D. Dollar value of the contract;
- E. Total normal workforce that the average bidder could be expected to use;
- F. Geographic location;
- G. Type of work;
- H. The need for journey-level workers in the area;
- I. Recognition of the state's goal;
- J. A satisfactory ratio of trainees to journeymen expected to be on the workforce.

The number of required training hours will be identified in the Contract. The following chart provides guidelines based on contract value, but the required number of hours will be determined by CDOT after consideration of the aforementioned variables.

Contract dollar value	Training hours to be provided on the project
Up to 1 million	0
>1 - 2 million	320
>2 - 4 million	640
>4 - 6 million	1280
>6 - 8 million	1600
>8 - 12 million	1920
>12 - 16 million	2240
>16 - 20 million	2560
For each increment of \$5 million, over \$20 million	1280

2. Training Plan Options

CDOT accepts the following training programs:

- A. CDOT's pre-approved classifications utilization program (PAC-UP);
- B. A registered U.S. Department of Labor training program or apprenticeship program;

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ON THE JOB TRAINING

C. Approved programs through workforce centers and through specific groups like Colorado Contractors Association (CCA) and Western Colorado Contractors Association (WCCA);

D. A Contractor specific plan approved by CDOT and the Federal Highway Administration (FHWA).

The minimum length and type of training for each skilled craft shall be as established in the training program selected by the Contractor.

When one or more approved plans are chosen, the Contractor shall submit the OJT Contractor Commitment to Meet OJT Requirements, CDOT Form 1337 to the Engineer. Additional pre-approved training programs and/or additional apprentices/trainees may be utilized at any point throughout the project. The plan option(s) that the Contractor chooses will be effective for the duration of the project.

3. Journey-Level Worker to Apprentice/Trainee Ratio

The OJT goal requirement shall be met through approved trainee(s)/apprentice(s) working on the CDOT project under the supervision of a journey-level worker. For the CDOT Pre-Approved Classification Training Programs (PAC-UP), the apprentice/trainee ratio to journey-level worker shall not exceed a one to one ratio for all classifications, and the Contractor shall not exceed 25 percent of the workforce as trainees/apprentices at any time. Furthermore, it is at CDOT's discretion that a stricter ratio guideline may be imposed as outlined in the specific training classification. For all other approved programs, the apprentice/trainee ratio shall be as outlined in the specific program. When apprentices/trainees are on the job without proper supervision as outlined above, they shall be paid full Davis-Bacon wages.

4. Trainee Selection

Two components must be considered when choosing a trainee:

- A. The intent of this program is for Contractors to recruit and train entry-level individuals or individuals who will be working within new classifications and guide them toward journey-level status in that specific classification. A trainee will not be approved in any classification for which they have already obtained journey-level status.
- B. Another intent of the OJT program is the primary consideration for the Contractor to use minorities, women, and disadvantaged persons to fulfill the trainee roles, and as such, the Contractor shall make every effort to enroll such individuals in the program by using "systematic and direct recruitment through public and private sources."

The consideration to include women and minorities is based on the regulation; however, it will not be used to systematically deny any one person or group from the opportunity to be a part of the OJT program. CDOT may reject non-minority male trainees for entry into the program if it is determined that a Contractor failed to make sufficient good faith efforts (GFE) to hire minorities or female trainees and/or the Contractor failed to document or submit evidence of its GFE to do so. CDOT will consider a Contractor's documentation of all GFE on a case-by-case basis and will take into account the items listed in the goal setting section of this specification. For more information, please see Section 11 of this specification.

5. OJT Apprentice/Trainee Approval

As a condition of the OJT program, the Contractor will:

- A. Notify all employees at the start of employment and at a minimum of at least once per year regarding the available training programs, positions, and eligibility requirements. The Contractor shall document that this information was conveyed to and received by employees.
- B. Provide each trainee with a copy of his or her enrollment form (if applicable) and the training program within a month of starting the chosen plan.

The OJT submittals (CDOT Form 1337, Contractor Commitment to Meet OJT Requirements; CDOT Form 832, Trainee Status and Evaluation; CDOT Form 838, OJT apprentice/trainee Record) shall be filled out completely and approved or rejected by CDOT. If the apprentice/trainee is working within the proposed classification before approval is granted, full Davis-Bacon prevailing wages shall be paid to the individual.

The Regional Civil Rights Office must approve the CDOT Form 838 prior to any of the hours counting toward the OJT goal. If there is a CDOT delay that is completely outside of the Contractor's responsibility

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ON THE JOB TRAINING

for approval of the apprentices/trainees, and if approval is ultimately granted, the date that will be utilized will be ten business days after the date that the CDOT Form 838 was submitted.

The Contractor shall retain full responsibility for meeting the training requirements imposed by this special provision.

6. Eligible Work Activities that Count Toward the Training Goal

The work hours that are completed on the site of work and per the training documents for approved apprentices/trainees in approved classifications and programs will apply toward the project goal. Hours for work performed outside the individual's approved training classification will not count toward the project OJT goal and the individual shall be paid full applicable prevailing wage.

Job shadowing can apply toward the project goal if it is written into the specific training plan. If the Contractor is using CDOT's PAC-UP training program, job shadowing can apply toward the project goal when the approved employee is performing within the "Observation" component of the plan (hours vary by classification). Non-CDOT project hours will not be accepted toward the project goal.

Although US DOL apprenticeship programs can use the reduced wages for any CDOT job (with or without an OJT goal) with approval, none of these "additional" hours may be banked or included for use as part of the required special provisions on any project other than that for which it was approved.

The Contractor may count OJT hours accomplished by a subcontractor with an approved plan. The subcontractor's trainee or apprentice, who is enrolled in any of the approved OJT programs and is contributing toward meeting a project's OJT goal hours, can count toward the project's OJT goal to satisfy the requirement of this specification. A subcontractor who chooses to participate in meeting the OJT goal shall follow the same process as the Contractor in terms of approving apprentices/trainees, submitting forms, etc. The Contractor retains the full responsibility for meeting the training requirements imposed by this special provision.

7. Contractor Training and Trainee Monitoring

The Contractor's representative (supervisor, manager, or other designee) will evaluate progress for the apprentice/trainee monthly and will provide a copy to the apprentice/trainee of the submitted CDOT Form 832 within 30 calendar days. This evaluation will include documentation of the apprentice/trainee's performance including what was done well and what needs to be improved. The Contractor training and monitoring will be evaluated through CDOT's use of the CDOT Form 200 Interview.

8. Wages

The Contractor may pay apprentice/trainee wages at a reduced rate for those that are in an approved program according to the following guidelines:

US DOL Apprenticeship Programs

Rates (at minimum) will be paid according to the scaled adjustments for a registered US DOL Apprentice. Fringe benefits (either in cash and/or bona fide benefits in lieu of cash) will be paid in full and as outlined by the bargained agreement. If fringe benefits are not mentioned as part of a bargained agreement or if there is no collectively bargained agreement, full fringe benefits will be paid as outlined through the US DOL wage decision. Approved US DOL apprenticeship programs can use the reduced wages for any CDOT project.

If the project does not have a training goal and the Contractor is seeking to pay apprenticeship rates as part of a registered US DOL Apprenticeship Program, the following documentation is required to ensure wages are being paid correctly: apprenticeship program registration, OA (formerly BAT) certificates, and collective bargaining agreement including the wage sheet.

Other Approved Programs

For all other OJT wage reductions, reduced percentages are allowed for the project if there is a goal greater than zero as outlined in the 23 CFR Appendix B to Subpart A of Part 230 (as described in this section), in the collectively bargained agreement, or as outlined in the specific plans. If the Contractor chooses to pay the trainee rates, the reduced percentage shall be based only on the base rate of pay. Fringe benefits shall be paid at 100 percent of the journey-level wage. If the apprentice/trainee is working within the proposed

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ON THE JOB TRAINING

classification before approval is granted, full Davis-Bacon prevailing wages shall be paid to the apprentice/trainee.

The minimum trainee wage (base and fringe) shall be no less than \$13.00 per hour. Trainees shall be paid at minimum:

First half of the training period -- at least 60 percent of the appropriate minimum journey-level rate

Third quarter of the training period -- at least 75 percent of the appropriate minimum journey-level rate

Last quarter of the training period -- at least 90 percent of the appropriate minimum journey-level rate

9. Contractor Reporting

The Contractor shall keep all data associated with the trainees and the project for a period of at least three years from the closing date of the Contract.

10. Reimbursement to Contractors

For the purposes of reimbursement, the Contractor will have satisfied its responsibilities under this specification if CDOT has determined that it has fulfilled the acceptable number of training hours. Contractors will be reimbursed at a rate of \$10.00 per hour per (approved) trainee for all OJT hours worked in approved classifications up to the project goal.

The Contractor will be reimbursed for no more than the amount outlined in the OJT Force Account budget.

11. OJT Good Faith Efforts (GFE)

CDOT recognizes two explanations of good faith efforts: (1) The Contractor will be required to prove an effort has been made to achieve a diversified workforce, but it has not yet been accomplished, or (2) The attempt has been made to meet the number of required OJT hours by using approved trainees or apprentices in approved classification(s) utilizing approved plans, but the Contractor cannot meet the required number of hours. In either case, a GFE will be required, and the Region Civil Rights Office will make the determination.

- A. If the Contractor does not meet its OJT project goal with the inclusion of some female and/or minority trainees, the Contractor may be requested to produce documentation of adequate good faith efforts taken to fill that position with a minority or female applicant. Good faith efforts are designed to achieve equal opportunity through positive, assertive, and continuous result-oriented measures. Good faith efforts should be taken as hiring opportunities arise.
- B. If the Contractor does not meet its OJT project goal, the Contractor may submit a CDOT Form 1336, Waiver Request for Contract's OJT Hours. On the form, the Contractor shall outline and submit all good faith efforts made when it is believed that the required number of training hours will not be met. If GFE is not demonstrated and approved, The Contractor will be subject to payment reductions outlined in the Disincentive Section.

If a good faith effort has been denied by CDOT, the Contractor may ask for reconsideration by the Region Civil Rights Manager and the Resident Engineer for the region where work is being performed. Additionally, if requested by the Contractor, the Region Civil Rights Office and the Project Engineer will meet with the Contractor to discuss the Contractor's initial Good Faith Effort determination.

12. Disincentive

A failure to provide the required training without the demonstration and approval of GFE to meet the project OJT goal may result in the Region Civil Rights Office assigning the following disincentive: A sum representing the total number of hours not met in the contract shall be multiplied by the journey worker hourly wages plus fringe benefits [(hours not met) x (dollar per hour + fringe benefits) = disincentive amount].

In order to obtain the disincentive amount, the journey worker wages will be figured using the prevailing wages for the classifications outlined on the CDOT Form 1337. If a single classification is noted on the submitted CDOT Form 1337, then that one wage will be used to figure the monetary amount owed. If multiple classifications are used, then the journey worker wages of all classifications will be used to determine an average wage rate. If the Contractor does not submit any documentation toward the OJT goal, the disincentive rate will be calculated at \$30.00 per hour. CDOT will provide the Contractor a written notice at the

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final acceptance stage of the project informing them of the noncompliance with this specification which will include a calculation of the disincentive(s) to be assessed.

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**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

FHWA-1273 -- Revised July 5, 2022

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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

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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: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. 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 the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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:

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(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 employees currently engaged 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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

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 of 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

(ii) The classification is utilized in the area by the construction industry; and

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(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, 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 Administrator for determination. The 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 (29 CFR 5.5)

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 (29 CFR 5.5)

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 correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types 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. 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

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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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)

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 journeyman'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

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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. 23 CFR 230.111(e)(2). 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 as provided in 29 CFR 5.5.

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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 (29 CFR 5.5)

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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 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. 29 CFR 5.5.

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 currently provided in 29 CFR 5.5(b)(2)* 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. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

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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. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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, agents of the prime contractor, or any other assignees. 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: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible 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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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 consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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

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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 Part 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, quality, quantity, 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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 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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

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

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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

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submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general 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 recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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

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subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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.

SPECIAL CONSTRUCTION REQUIREMENTS
FIRE PROTECTION PLAN

- (a) *Fire Protection Plan.* Prior to start of work, the Contractor shall submit a Fire Control Plan in writing to the Engineer for approval. The plan shall include the following:
- (1) The name and contact information of a Fire Control Coordinator who shall be assigned to the project.
 - (2) A list of numbers to call in case of a fire, including 911 (or the equivalent in the area).
 - (3) A complete list, including storage locations, of all tools and equipment the Contractor will use in the event of a fire within project limits.
 - (4) Methods that will be employed if a fire is encountered or started during construction activities within the project limits.
 - (5) Specific fire prevention precautions, and the required firefighting equipment, for every activity which has the potential for starting a fire. At a minimum the plan shall address prevention planning related to use of heavy equipment, vehicles, hand tools, storage and parking areas.
 - (6) Specific precautions for fueling operations.
 - (7) Provisions for field safety meetings. The Contractor shall conduct field safety meetings (also known as toolbox or tailgate meetings) at least once per week. The Contractor shall encourage participation by all persons working at the project site. Participants shall discuss specific fire prevention precautions for construction activities.
- (b) *Equipment and Procedures.*
- (1) Fire Boxes. Fire boxes shall contain tools and equipment that shall be used exclusively for controlling or suppressing fires which occur due to construction activities on project sites. Each fire box shall contain, as a minimum, the following:
 - (1) five round-pointed shovels,
 - (2) two double-bitted axes,
 - (3) three pulaskis or mattocks, and
 - (4) two backpack pumps
 - (2) Welding. If welding at field locations is required, the welding shall be done at a location where all flammable material has been cleared away for a distance of 16 feet around the area.
 - (3) Spark Arrestors. All diesel and gasoline powered engines, both mobile and stationary, shall be equipped with serviceable spark arrestors.
 - (4) Power Saws. Each gasoline power saw shall be provided with a spark screen and a muffler in good condition. Spill-proof metal safety cans shall be used for refueling.
 - (5) Storage and Parking Areas. Batch plant areas, equipment service areas, parking areas, gas and oil drum storage areas, and explosive storage areas shall be cleared of all flammable materials for a distance of 50 feet. Small stationary engine sites shall be cleared of all flammable material for distance of 17 feet. Other mitigation methods may be used as approved by the Engineer

SPECIAL CONSTRUCTION REQUIREMENTS
FIRE PROTECTION PLAN

- (c) *Fire Control Coordinator Responsibilities.* The Fire Control Coordinator shall:
- (1) Implement the Fire Control Plan.
 - (2) Monitor, manage, and adjust the Fire Control Plan as needed as construction work progresses.
 - (3) Document in a letter to the Engineer changes to the Fire Control Plan.
 - (4) Immediately contact firefighting authorities when a fire is started due to construction activities within project limits.
 - (5) Coordinate fire control and suppression activities until authorities arrive, including the evacuation of staff.
 - (6) When the Fire Control Coordinator cannot be on the project site, he shall designate a person who is on site to serve as the Fire Control Coordinator. The Fire Control Coordinator, or his designee, shall be on site at all times that work is being performed.
- (d) *Costs.* All costs associated with the preparation and implementation of the Plan and compliance with all fire protection provisions and requirements will not be measured and paid for separately, but shall be included in the work.