BID REQUEST NO. B1800111

WELD COUNTY
DEPARTMENT OF PUBLIC WORKS

CONTRACT BID DOCUMENTS
AND SPECIFICATIONS FOR PROJECT:
POUDRE TRAIL IMPROVEMENTS PROJECT

June 8, 2018

Weld County Public Works
Division of Engineering
P.O. Box 758
1111 H Street
Greeley, Colorado 80632
970-304-6496
TABLE OF CONTENTS

The following checked forms and provisions take precedence over plan drawings and supplement the 2017 edition of the Colorado Department of Transportation “Standard Specifications for Road and Bridge Construction” (Standard Specifications) which is to be used to administer the construction of this project.

BIDDING REQUIREMENTS: *All Bidders must submit these forms with their Bid:
- Invitation for Bids ............................................................................................................................ 4
- Instructions to Bidders ................................................................................................................... 4-15
- *Bid Proposal ............................................................................................................................... 16-17
- *Bid Schedule .............................................................................................................................. 18-19
- *Bid Bond ................................................................................................................................... 20-21
- *IRS Form W-9 ............................................................................................................................. 22
- *Anti-Collusion Affidavit (CDOT Form 606) .................................................................................. 23
- *Bidders List (CDOT form 1413) ................................................................................................. 24
- *Anticipated DBE Participation Plan (CDOT Form 1414) ............................................................. 25

WELD COUNTY CONTRACT FORMS: *Low Bidder must submit these forms prior to Contract Award:
- *Notice of Award........................................................................................................................... 26
- *Agreement .................................................................................................................................. 27-37
- *Performance Bond ...................................................................................................................... 38-39
- *Labor and Materials Payment Bond .......................................................................................... 40-41
- Notice to Proceed .......................................................................................................................... 42
- Change Order ............................................................................................................................... 43
- Certificate of Substantial Completion ......................................................................................... 44
- Lien Waiver ................................................................................................................................ 45
- Final Lien Waiver ......................................................................................................................... 46
- Notice of Acceptance .................................................................................................................... 47

CDOT REQUIRED CONTRACT FORMS: *Low Bidder must submit these completed forms to Weld County within five calendar days of selection as the apparent low bidder.
- *Contractor’s Performance Capability Statement (CDOT Form #605) ........................................ 48
- *Assignment of Antitrust Claims (CDOT Form #621) ................................................................. 49
- *Certification of Proposed Underutilized DBE Participation (CDOT Form #1415) ..................... 50-51
- *DBE Good Faith Effort Documentation (CDOT Form 1416) ...................................................... 52-53

WELD COUNTY PROJECT SPECIAL PROVISIONS:
- Special Provisions Index ............................................................................................................ 54
- Project Special Provisions ........................................................................................................... 55-106

CDOT STANDARD SPECIAL PROVISIONS:
- Standard Special Provisions Index ............................................................................................. 107
- Standard Special Provisions ........................................................................................................ 108-190

PLAN SET SHEET INDEX:
- Construction Plan Set ................................................................................................................. Separate Document
DATE: June 8, 2018

BID NUMBER: B1800111

DESCRIPTION: POUDRE TRAIL IMPROVEMENTS PROJECT

MANDATORY PRE-BID CONFERENCE DATE: June 21, 2018

BID OPENING DATE: July 9, 2018

1. NOTICE TO BIDDERS:

The Board of County Commissioners of Weld County, Colorado, by and through its Controller/Purchasing Director (collectively referred to herein as, “Weld County”), wishes to purchase the following:

POUDRE TRAIL IMPROVEMENTS PROJECT

This project in general consists of trail reconstruction and stream bank stabilization work. The project includes but is not limited to the following work items: construction surveying, erosion control, removal of concrete trail, excavation, embankment, topsoil, riprap installation, trail construction, tailwater ditch construction, traffic control (signs and barricades), resetting existing fence, and other items. All bidders must meet the prequalification requirements of Section 102 of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction in order to bid this project.

This project is a Federal Aid Project (Federal Aid No. CO30-071) with compliance requirements including but not limited to: Certification of EEO Compliance and Standards Provisions (Davis-Bacon) decision number CO180024 dated 1-05-2018. The “UDBE” goal for this project has been established to be 2.0%. The CDOT form 347, Certification of EEO Compliance, is no longer required to be submitted in the bid package. The EEO-1 Report must still be submitted to the Joint Reporting Committee if the contractors and subcontractors meet the eligibility requirements (29CFR 1602.7); we will, however, no longer require certification.

A mandatory pre-bid conference will be held at 10:00 A.M. on June 21, 2018, at the Weld County Public Works Building. The Public Works Building is located at 1111 H Street in Greeley. Bidders must participate and record their presence at the pre-bid conference to be allowed to submit bids.

Bids for the above stated merchandise, equipment, and/or services will be received at the Office of the Weld County Purchasing Department in the Weld County Administrative Building, 1150 O Street Room #107 Greeley CO 80631 until: July 9, 2018 10:00 AM (Weld County Purchasing Time Clock).

PAGES 1 – 17 OF THIS REQUEST FOR BIDS CONTAIN GENERAL INFORMATION FOR THE REQUEST NUMBER REFERRED TO ABOVE. NOT ALL OF THE INFORMATION CONTAINED IN PAGES 1 – 17 MAY BE APPLICABLE FOR EVERY PURCHASE. BID SPECIFICS FOLLOW PAGE 17.
2. INVITATION TO BID:

Weld County requests bids for the purchase of the above-listed merchandise, equipment, and/or services.

Bids shall include any and all charges for freight, delivery, containers, packaging, less all taxes and discounts, and shall, in every way, be the total net price which the bidder will expect the Weld County to pay if awarded the bid. Merchandise and/or equipment shall be delivered to the location(s) specified herein.

You can find information concerning this request at two locations: On the Weld County Purchasing website at http://www.co.weld.co.us/Departments/Purchasing/index.html located under “Current Requests”. And, on the Bidnet Direct website at www.bidnetdirect.com. Weld County Government is a member of BidNet Direct. BidNet Direct is an on-line notification system which is being utilized by multiple non-profit and governmental entities. Participating entities post their bids, quotes, proposals, addendums, and awards on this one centralized system.

Bid Delivery to Weld County – 2 methods:

a. Email. Emailed bids are preferred. Bids may be emailed to: bids@weldgov.com. Emailed bids must include the following statement on the email: “I hereby waive my right to a sealed bid”. An email confirmation will be sent when we receive your bid/proposal. If more than one copy of the bid is requested, you must submit/mail hard copies of the bid proposal.

b. Mail or Hand Delivery. Mailed (or hand delivered) bids should be sent in a sealed envelope with the bid title and bid number on it. Please address to: Weld County Purchasing Department, 1150 O Street, Room #107 Greeley, CO 80631.

Please call Purchasing at 970-400-4222 or 970-400-4223 if you have any questions.

3. INSTRUCTIONS TO BIDDERS: INTRODUCTORY INFORMATION

Bids shall be typewritten or written in ink on forms prepared by the Weld County Purchasing Department. Each bid must give the full business address of bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word “president,” “secretary,” “agent,” or other title without disclosing his principal, may be held to the bid of the individual signing. When requested by the Weld County Director of General Services, satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished. All corrections or erasures shall be initialed by the person signing the bid. All bidders shall agree to comply with all of the conditions, requirements, specifications, and/or instructions of this bid as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the bid forms shall be suitably filled in.

Bids may be withdrawn upon written request to and approval of the Weld County Director of General Services; said request being received from the withdrawing bidder prior to the time fixed for award. Negligence on the part of a bidder in preparing the bid confers no right for the withdrawal of the bid after it has been awarded.
Late or unsigned bids shall not be accepted or considered. It is the responsibility of the bidder to ensure that the bid arrives in the Weld County Purchasing Department on or prior to the time indicated in Section 1, entitled, "Notice to Bidders." Bids received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Weld County Director of General Services for the premature opening of a bid not properly addressed and identified.

In accordance with Section 14-9(3) of the Weld County Home Rule Charter, Weld County will give preference to resident Weld County bidders in all cases where said bids are competitive in price and quality. Weld County reserves the right to reject any and all bids, to waive any informality in the bids, to award the bid to multiple vendors, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.

Terms Defined: Terms used in these instructions to Bidders and elsewhere throughout the Contract Documents are defined in the General Provisions, CDOT, Standard Specification for Road and Bridge Construction, Section 101.

Familiarization with the Work: Before submitting his Bid, each prospective Bidder shall familiarize himself with the Work, the site where the Work is to be performed, local labor conditions and all local, state and federal laws, ordinances, rules, regulations and other factors affecting performance of the Work. He shall carefully correlate his observations with requirements of the Contract Documents and Drawings and otherwise satisfy himself of the expense and difficulties attending performance of the Work. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this paragraph.

Interpretation of Contract Documents to Prospective Bidders: Any prospective Bidder who discovers ambiguities or is in doubt as to the true meaning of any part of the Contract Documents or Drawings shall make a request to the Engineer for an interpretation thereof. Interpretations will be made only by Addenda, duly issued, and copies of each Addendum will be mailed or delivered to each Contract Document holder of record. Unless approved by the Director of General Services, no interpretation Addenda will be issued within the last seven (7) days before the date set for opening of Bids. The Bidder shall be solely responsible for any interpretation of the Contract Documents or Drawings other than by duly issued Addenda.

Preparation of the Bid: Bidders are required to use the Proposal Forms which are included in this package and on the basis indicated in the Bid Forms. The Bid Proposal must be filled out completely, in detail, and signed by the Bidder. Bids by partnerships must be executed in the partnership name and signed by a partner. His title must appear under his signature and the official address of the partnership must be shown below the signature. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Names of all persons signing must be printed below their signatures. A power of attorney must accompany the signature of anyone not otherwise authorized to bind the Bidder.

Modification or Withdrawal of Bid: Bids may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed, and delivered to the place where Bids are to be submitted at any time prior to the final time set for receiving Bids. Bidders may modify or withdraw Bids by electronic communication at any time prior to the time set for receiving Bids provided the instruction is positively identified. Any electronic modification should not reveal the amended Bid price, but should provide only the addition, subtraction or modification. A duly executed document confirming the electronic modification shall be submitted within three days after Bids are opened. The Controller/Purchasing Director may at her sole discretion, release any Bid at any time.
4. **AWARD AND EXECUTION OF CONTRACT**

**Basis of Award:** Only firm Bids will be considered. The award of the Contract, if it is awarded, will be to the lowest responsible bidder whose Bid compares favorably upon evaluation with other Bids. Weld County intends to award the Contract to the lowest responsible Bidder within the limits of funds available and to best serve its interests. The County reserves the right to waive informalities and/or irregularities and to reject any or all bids.

**Evaluation of Bids:** The evaluation of Bids will include consideration of Subcontractors and suppliers. All Bidders shall submit a list of all Subcontractors he expects to use in the Work with the Bid. The use of Subcontractors listed by the Bidder and accepted by County prior to the Notice of Award will be required in the performance of the Work. All Bidders shall submit with their Bid a list of the suppliers as indicated in the Bid Forms.

**Contract Execution:** The successful Bidder shall be required to execute the Contract and to furnish the Performance Bond, Labor & Materials Payment Bond and Certificate of Insurance within five (5) calendar days of receipt of the Notice of Award. **The Certificate of Insurance shall name Weld County and CDOT as additional insured.** Failure to execute the contract and furnish the required paperwork within the time frame mentioned above shall be just cause for the annulment of the Award and, in the event of such annulment, the Award may then be made to another Bidder, or the County may reject all Bids or call for other Bids. The County, within ten (10) days of receipt of acceptable Performance Bid, Labor & Materials Payment Bond, and signed Contract from the successful Bidder will issue the Notice to Proceed.

In submitting the bid, the bidder agrees that the signed bid submitted, all of the documents of the Request for Proposal contained herein (including, but not limited to, product specifications and scope of services), the successful bidder's response, and the formal acceptance of the bid by Weld County, together constitutes a contract, with the contract date being the date of formal acceptance of the bid by Weld County. The County may require a separate contract, which if required, has been made a part of this RFP.

5. **PERFORMANCE, LABOR, MATERIAL AND PAYMENT BOND**

The successful Bidder shall be required to execute the Performance Bond and Labor & Materials Payment Bond in the amount of 100% of the Contract plus the value of the force account items, covering the faithful performance of the Contract and the payment of all obligations arising thereunder. The Bonds shall be executed on the forms included with the Contract Documents by a surety company authorized to do business in the State of Colorado and acceptable as surety to Weld County. The Bidder shall deliver the Bonds to the Owner not later than the date of execution of the Contract.

6. **INDIRECT COSTS**

**Governmental Fees:** The cost of all construction licenses, building and other permits, and governmental inspections required by public authorities for performing the Work, which are applicable at the time Bids are opened and which are not specified to be obtained by the County, shall be included in the Bid price.

**Royalties:** The cost of all royalties and license fees on equipment and materials to be furnished and incorporated in the Work shall be included in the Bid price.

**Utilities:** Unless otherwise specified, the Bidder shall include in his Bid the cost of all electrical, water, sanitary, gas, telephone, and similar facilities and services required by him in performing the Work.

**Cash Allowances:** The Bidder shall include in his Bid such sums as he deems proper for overhead costs and profits on account of cash allowances named in the Bid Documents.
7. **SITE CONDITIONS**

**Familiarization with the Site:** The prospective Bidder shall by careful examination, satisfy himself of the following:

- Nature and location of the site where the Work is to be performed.
- Character, quality, and quantity of surface and subsurface materials, water, structures and utilities to be encountered.
- Character of construction equipment and facilities needed for performance of the Work.
- General local conditions.
- Availability of lands as set forth in the General Conditions.

**Access to the Site:** The Bidder shall carefully review the Drawings and the Project Special Conditions for provisions concerning access to the site during performance of the Work. The Bidder shall carefully review the locations of the site where the work is to be performed. The Bidder shall make all arrangements, as deemed necessary, for access to property outside of County Right of Way, prior to beginning the work.

8. **SUCCESSFUL BIDDER HIRING PRACTICES – ILLEGAL ALIENS**

Successful bidder certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract. Successful bidder will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify program or the State of Colorado program established pursuant to C.R.S. §8-17.5-102(5)(c). Successful bidder shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement or enter into a contract with a subcontractor that fails to certify with Successful bidder that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Successful bidder shall not use E-Verify Program or State of Colorado program procedures to undertake pre-employment screening or job applicants while this Agreement is being performed. If Successful bidder obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien Successful bidder shall notify the subcontractor and County within three (3) days that Successful bidder has actual knowledge that a subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving notice. Successful bidder shall not terminate the contract if within three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Successful bidder shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Successful bidder participates in the State of Colorado program, Successful bidder shall, within twenty days after hiring a new employee to perform work under the contract, affirm that Successful bidder has examined the legal work status of such employee, retained file copies of the documents, and not altered or falsified the identification documents for such employees. Successful bidder shall deliver to County, a written notarized affirmation that it has examined the legal work status of such employee, and shall comply with all of the other requirements of the State of Colorado program. If Successful bidder fails to comply with any requirement of this provision or of C.R.S. §8-17.5-101 et seq., County, may terminate this Agreement for breach, and if so terminated, Successful bidder shall be liable for actual and consequential damages.

Except where exempted by federal law and except as provided in C.R.S. § 24-76.5-103(3), if Successful bidder receives federal or state funds under the contract, Successful bidder must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to C.R.S. § 24-76.5-103(4), if such individual applies for public benefits provided under the contract. If Successful bidder operates as a sole proprietor, it hereby swears or affirms under penalty
of perjury that it: (a) is a citizen of the United States or is otherwise lawfully present in the United States pursuant to federal law, (b) shall produce one of the forms of identification required by C.R.S. § 24-76.5-101, et seq., and (c) shall produce one of the forms of identification required by C.R.S. § 24-76.5-103 prior to the effective date of the contract.

9. GENERAL PROVISIONS

A. Fund Availability: Financial obligations of the Weld County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. By acceptance of the bid, Weld County does not warrant that funds will be available to fund the contract beyond the current fiscal year.

B. Trade Secrets and Other Confidential Information: Weld County discourages bidders from submitting confidential information, including trade secrets, that cannot be disclosed to the public. If necessary, confidential information of the bidder shall be transmitted separately from the main bid submittal, clearly denoting in red on the information at the top of the word, “CONFIDENTIAL.” However, the successful bidder is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., the Colorado Open Records Act (CORA), with regard to public records, and cannot guarantee the confidentiality of all documents. The bidder is responsible for ensuring that all information contained within the confidential portion of the submittal is exempt from disclosure pursuant to C.R.S. 24-72-204(3)(a)(IV) (Trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data). If Weld County receives a CORA request for bid information marked “CONFIDENTIAL,” staff will review the confidential materials to determine whether any of them may be withheld from disclosure pursuant to CORA, and disclose those portions staff determines are not protected from disclosure. Weld County Staff will not be responsible for redacting or identifying Confidential information which is included within the body of the bid and not separately identified. Any document which is incorporated as an exhibit into any contract executed by the County shall be a public document regardless of whether it is marked as confidential.

C. Governmental Immunity: No term or condition of the contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

D. Independent Contractor: The successful bidder shall perform its duties hereunder as an independent contractor and not as an employee. He or she shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to the contract. Neither the successful bidder nor any agent or employee thereof shall be deemed to be an agent or employee of Weld County. The successful bidder and its employees and agents are not entitled to unemployment insurance or workers’ compensation benefits through Weld County and Weld County shall not pay for or otherwise provide such coverage for the successful bidder or any of its agents or employees. Unemployment insurance benefits will be available to the successful bidder and its employees and agents only if such coverage is made available by the successful bidder or a third party. The successful bidder shall pay when due all applicable employment taxes and income taxes and local head taxes (if applicable) incurred pursuant to the contract. The successful bidder shall not have authorization, express or implied, to bind Weld County to any agreement, liability or understanding, except as expressly set forth in the contract. The successful bidder shall have the following responsibilities with regard to workers’ compensation and unemployment compensation insurance matters: (a) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, and (b) provide proof thereof when requested to do so by Weld County.
E. **Compliance with Law:** The successful bidder shall strictly comply with all applicable federal and State laws, rules and regulations in effect or hereafter established, including without limitation, laws applicable to discrimination and unfair employment practices.

F. **Choice of Law:** Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of the contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void.

G. **No Third-Party Beneficiary Enforcement:** It is expressly understood and agreed that the enforcement of the terms and conditions of the contract, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in the contract shall give or allow any claim or right of action whatsoever by any other person not included in the contract. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under the contract shall be an incidental beneficiary only.

H. **Attorney’s Fees/Legal Costs:** In the event of a dispute between Weld County and the successful bidder, concerning the contract, the parties agree that Weld County shall not be liable to or responsible for the payment of attorney fees and/or legal costs incurred by or on behalf of the successful bidder.

I. **Disadvantaged Business Enterprises:** Weld County assures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

J. **Procurement and Performance:** The successful bidder agrees to procure the materials, equipment and/or products necessary for the project and agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the project. The successful bidder shall faithfully perform the work in accordance with the standards of professional care, skill, training, diligence and judgment provided by highly competent contractors performing construction services of a similar nature to those described in this Agreement. The successful bidder shall further be responsible for the timely completion, and acknowledges that a failure to comply with the standards and requirements outlined in the Bid within the time limits prescribed by County may result in County’s decision to withhold payment or to terminate this Agreement.

K. **Term:** The term of this Agreement begins upon the date of the execution of this Agreement by County, and shall continue through and until successful bidder’s completion of the responsibilities described in the Bid.

L. **Termination:** County has the right to terminate this Agreement, with or without cause on thirty (30) days written notice. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement.

M. **Extension or Modification:** Any amendments or modifications to this agreement shall be in writing signed by both parties. No additional services or work performed by the successful bidder shall be the basis for additional compensation unless and until the successful bidder has obtained written authorization and acknowledgement by County for such additional services. Accordingly, no claim that the County has been unjustly enriched by any additional services, whether or not there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder. In the event that written authorization and acknowledgement by the County for such additional services is not timely executed and issued in strict accordance with this Agreement, The successful bidder’s rights with respect to such additional services shall be deemed waived and such failure shall result in non-payment for such additional services or work performed.
N. **Subcontractors:** The successful bidder acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of the successful bidder. The successful bidder shall not enter into any subcontractor agreements for the completion of this Project without County’s prior written consent, which may be withheld in County’s sole discretion. County shall have the right in its reasonable discretion to approve all personnel assigned to the subject Project during the performance of this Agreement and no personnel to whom County has an objection, in its reasonable discretion, shall be assigned to the Project. The successful bidder shall require each subcontractor, as approved by County and to the extent of the Services to be performed by the subcontractor, to be bound to the successful bidder by the terms of this Agreement, and to assume toward the successful bidder all the obligations and responsibilities which the successful bidder, by this Agreement, assumes toward County. County shall have the right (but not the obligation) to enforce the provisions of this Agreement against any subcontractor hired by the successful bidder and the successful bidder shall cooperate in such process. The successful bidder shall be responsible for the acts and omissions of its agents, employees and subcontractors.

O. **Warranty:** Contractor warrants that construction services performed under this Agreement will be performed in a manner consistent with the professional construction standards governing such services and the provisions of this Agreement. Contractor further represents and warrants that all construction services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards, and that all construction services will conform to applicable specifications. In addition to the foregoing warranties, Contractor is aware that all work performed on this Project pursuant to this Agreement is subject to a one year warranty period during which Contractor must correct any failures or deficiencies caused by contractor’s workmanship or performance. This warranty shall commence on the date of County’s final inspection and acceptance of the Project.

P. **Non-Assignment:** The successful bidder may not assign or transfer this Agreement or any interest therein or claim thereunder, without the prior written approval of County. Any attempts by the successful bidder to assign or transfer its rights hereunder without such prior approval by County shall, at the option of County, automatically terminate this Agreement and all rights of the successful bidder hereunder. Such consent may be granted or denied at the sole and absolute discretion of County.

Q. **Interruptions:** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

R. **Non-Exclusive Agreement:** This Agreement is nonexclusive and County may engage or use other contractors or persons to perform services of the same or similar nature.

S. **Employee Financial Interest/Conflict of Interest – C.R.S. §§24-18-201 et seq. and §24-50-507:** The signatories to this Agreement agree that to their knowledge, no employee of Weld County has any personal or beneficial interest whatsoever in the service or property which is the subject matter of this Agreement. County has no interest and shall not acquire any interest direct or indirect, that would in any manner or degree interfere with the performance of the successful bidder’s services and the successful bidder shall not employ any person having such known interests. During the term of this Agreement, the successful bidder shall not engage in any in any business or personal activities or practices or maintain any relationships which actually conflicts with or in any way appear to conflict with the full performance of its obligations under this Agreement. Failure by the successful bidder to ensure compliance with this provision may result, in County’s sole discretion, in immediate termination of this Agreement. No employee of the successful bidder nor any member of the successful bidder’s family shall serve on a County Board, committee or hold any such position.
which either by rule, practice or action nominates, recommends, supervises the successful bidder’s operations, or authorizes funding to the successful bidder.

T. Severability: If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

U. Compliance with Davis-Bacon Wage Rates: The successful bidder understands and agrees that, if required by the Scope of Work, the work shall be in compliance with the Davis-Bacon Wage Rates.

V. Board of County Commissioners of Weld County Approval: This Agreement shall not be valid until it has been approved by the Board of County Commissioners.

W. Compensation Amount: Upon the successful bidder’s successful completion of the construction of the Project, and County’s acceptance of the same, County agrees to pay an amount no greater than the amount of the accepted bid. The successful bidder acknowledges no payment in excess of that amount will be made by County unless a “change order” authorizing such additional payment has been specifically approved by the Director of Weld County Public Works, or by formal resolution of the Weld County Board of County Commissioners, as required pursuant to the Weld County Code. County will not withhold any taxes from monies paid to the successful bidder hereunder and the successful bidder agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement

10. INSURANCE REQUIREMENTS

General Requirements: Successful bidders/Contract Professionals must secure, at or before the time of execution of any agreement or commencement of any work, the following insurance covering all operations, goods or services provided pursuant to this request. Successful bidders/Contract Professionals shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as “A” VIII or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies by canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Weld County Director of General Services by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If any policy is in excess of a deductible or self-insured retention, County must be notified by the Successful bidder/Contract Professional. Successful bidder/Contract Professional shall be responsible for the payment of any deductible or self-insured retention. County reserves the right to require Successful bidder/Contract Professional to provide a bond, at no cost to County, in the amount of the deductible or self-insured retention to guarantee payment of claims.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not decrease or limit the liability of Successful bidder/Contract Professional. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Successful bidder from liabilities that might arise out of the performance of the work under this Contract by the Successful bidder, its agents, representatives, employees, or subcontractors. The successful bidder shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The successful bidder is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The successful bidder/Contract Professional shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary.
necessary to cover its obligations and liabilities under this Agreement. Any modification to these requirements must be made in writing by Weld County.

The successful bidder stipulates that it has met the insurance requirements identified herein. The successful bidder shall be responsible for the professional quality, technical accuracy, and quantity of all construction services provided, the timely delivery of said services, and the coordination of all services rendered by the successful bidder and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

**INDEMNITY:** The successful bidder shall defend, indemnify and hold harmless County, its officers, agents, and employees, from and against injury, loss damage, liability, suits, actions, or claims of any type or character arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers’ compensation law or arising out of the failure of the successful bidder to conform to any statutes, ordinances, regulation, law or court decree. The successful bidder shall be fully responsible and liable for any and all injuries or damage received or sustained by any person, persons, or property on account of its performance under this Agreement or its failure to comply with the provisions of the Agreement, or on account of or in consequence of neglect of The successful bidder in its construction methods or procedures; or in its provisions of the materials required herein, or from any claims or amounts arising or recovered under the Worker's Compensation Act, or other law, ordinance, order, or decree. This paragraph shall survive expiration or termination hereof. It is agreed that the successful bidder will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the successful bidder agrees to waive all rights of subrogation against the County its associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the successful bidder for the County. A failure to comply with this provision shall result in County's right to immediately terminate this Agreement.

**Types of Insurance:** The successful bidder/Contract Professional shall obtain, and maintain at all times during the term of any Agreement, insurance in the following kinds and amounts:

**Workers’ Compensation Insurance** as required by state statute, and Employer’s Liability Insurance covering all of the successful bidder’s Contract Professional’s employees acting within the course and scope of their employment. Policy shall contain a waiver of subrogation against the County. This requirement shall not apply when a successful bidder or subcontractor is exempt under Colorado Workers’ Compensation Act., **AND** when such successful bidder or subcontractor executes the appropriate sole proprietor waiver form.

**Minimum Limits:**

<table>
<thead>
<tr>
<th>Coverage A (Workers’ Compensation)</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage B (Employers Liability)</td>
<td>$ 500,000</td>
</tr>
</tbody>
</table>

**Commercial General Liability Insurance** written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, explosions, collapse and underground hazard, personal advertising injury, fire damage, independent Contractors, products and completed operations, blanket contractual liability, personal injury, liability assumed under an insured contract (including defense costs assumed under contract, designated construction projects general aggregate limit, ISO CG 2503 or equivalent additional insured—owners, lessees or successful bidders endorsement, ISO Form 2010 or equivalent, additional insured—owners, lessees or successful bidders endorsement, ISO CG 2037 or equivalent, the policy shall be endorsed to include the following additional insured language on the additional insured endorsements specified above: "Weld County, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured
with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Successful bidder, including completed operations” and the minimum limits must be as follows:

- $1,000,000 each occurrence;
- $2,000,000 general aggregate;
- $2,000,000 products and completed operations aggregate;
- $1,000,000 Personal Advertising injury;
- $50,000 any one fire;
- $500,000 errors and omissions; and
- $5,000 Medical payments one person

**Automobile Liability:** Successful bidder/Contract Professional shall maintain limits of $1,000,000 for bodily injury per person, $1,000,000 for bodily injury for each accident, and $1,000,000 for property damage applicable to all vehicles operating both on County property and elsewhere, for vehicles owned, hired, and non-owned vehicles used in the performance of this Contract.

For all general liability, excess/umbrella liability, liquor liability, pollution liability and professional liability policies, if the policy is a claims-made policy, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to County, whichever is earlier.

Successful bidders/Contract Professionals shall secure and deliver to the County at or before the time of execution of this Agreement, and shall keep in force at all times during the term of the Agreement as the same may be extended as herein provided, a commercial general liability insurance policy, including public liability and property damage, in form and company acceptable to and approved by said Administrator, covering all operations hereunder set forth in the related Bid or Request for Proposal.

**Proof of Insurance:** County reserves the right to require the successful bidder/Contract Professional to provide a certificate of insurance, a policy, or other proof of insurance as required by the County's Risk Administrator in his sole discretion.

**Additional Insured:** For general liability, excess/umbrella liability, pollution legal liability, liquor liability, and inland marine, Successful bidder/Contract Professional’s insurer shall name Weld County and the State of Colorado as an additional insured.

**Waiver of Subrogation:** For all coverages, Successful bidder/Contract Professional’s insurer shall waive subrogation rights against County.

**Subcontractors:** All subcontractors, subcontractors, independent contractors, sub-vendors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Successful bidder/Contract Professional. Successful bidder/Contract Professional shall include all such subcontractors, independent contractors, sub-vendors suppliers or other entities as insureds under its policies or shall ensure that all subcontractors maintain the required coverages. Successful bidder/Contract Professional agrees to provide proof of insurance for all such subcontractors, independent contractors, sub-vendors suppliers or other entities upon request by the County.

The terms of this Agreement are contained in the terms recited in this Request for Bid and in the Response to the Bid each of which forms an integral part of this Agreement. Those documents are specifically incorporated herein by this reference.
A provider of Professional Services (as defined in the Bid or RFP) shall provide the following coverage:

Professional Liability: Contract Professional shall maintain limits of $1,000,000 for each claim, and $2,000,000 aggregate limit for all claims covering wrongful acts, errors and/or omissions, including design errors, if applicable, for damage sustained by reason of or in the course of operations under this Contract resulting from professional services provided by the successful bidder as part of the Contract.

Successful Bidders Pollution Liability: (Not required for this project)

Weld County requires this coverage whenever work at issue under this Contract involves potential pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the successful bidder described in the Successful bidder’s scope of services. Policy shall cover the successful bidder’s completed operations. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminant, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the successful bidder warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. The policy shall be endorsed to include the following as Additional Insureds: “Weld County its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Successful bidder, including completed operations”.

Minimum Limits:

<table>
<thead>
<tr>
<th></th>
<th>Per Loss</th>
<th>Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

The terms of this Agreement are contained in the terms recited in this Request for Bid and in the Response to the Bid each of which forms an integral part of this Agreement. Those documents are specifically incorporated herein by this reference.

Builders’ Risk Insurance or Installation Floater – Completed Value Basis (Not Required for this Project)

Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, Builders’ Risk Insurance in the amount of the initial Contract Sum, plus value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire Project at the site on a replacement cost basis without optional deductibles.

(a) Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

(b) Such Builders’ Risk Insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the County’s has insurable interest in the property to be covered, whichever is later.
(c) The Builders’ Risk insurance shall include interests of the County and if applicable, affiliated or associate entities, the General Contractor, subcontractors and sub-tier contractors in the Project.

(d) The Builders’ Risk Coverage shall be written on a Special Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal including demolition, increased cost of construction, architect’s fees and expenses, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests and excavation, backfilling, filling, and grading.

(e) The Builders’ Risk shall include a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. County Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder’s Risk Policy. The Builder’s Risk Policy shall remain in force until acceptance of the project by the County.

(f) Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).

(g) The deductible shall not exceed $25,000 and shall be the responsibility of the Contractor except for losses that involve all Acts of God such as flood, earthquake, windstorm, tsunami, volcano, etc.
BID PROPOSAL

To: Weld County Purchasing Department
   P.O. Box 758, 1150 “O” Street
   Greeley, Colorado 80632
   Attention: Rob Turf, Purchasing Manager
   Bid Proposal for: Poudre River Trail Improvements Project

PROPOSAL

Pursuant to and in full compliance with all Contract Documents the undersigned Bidder hereby proposes
to furnish all labor and materials and to perform all Work required for the complete and prompt execution
of everything described or shown in or reasonably implied from the Bidding Documents, including the
Drawings and Specifications, for the Work above indicated for the monies indicated below which includes
all State, County and local taxes normally payable with respect to such Work. The amounts stated include
all allowances for profit and overhead, taxes, fees and permits, transportation, services, tools and
equipment, labor and materials and other incidental costs.

The Bidder and all Sub-Bidders shall include in their bid all Sales and Use Tax if applicable. State of
Colorado and Weld County tax shall not be included. Upon application, the State of Colorado Department
of Revenue shall issue to a Bidder or Sub-Bidder a Certificate or Certificates of Exemption indicating that
the purchase of construction or building materials is for a purpose stated in Section 39-26-114, CRS, and
is free from Colorado State Sales Tax.

EXAMINATION OF DOCUMENTS AND SITE

The Bidder has carefully examined the Bidding Documents, including the Drawings and Specifications, and
has examined the site of the Work, so as to fully appraise himself of the conditions at the site and to gain a
clear understanding of the Work to be executed and is thoroughly familiar with all local, state and federal
laws, ordinances, rules, regulations and other factors affecting performance of the Work.

PROPOSAL GUARANTEE

This Bid Proposal is accompanied by the required Bid Bond of five percent (5%) based upon the Total Cost
of all items required to be Bid. Weld County, Colorado is authorized to hold said Bid Bond for a period of
not more than sixty (60) days after the opening of the Bids for the Work indicated, unless the undersigned
Bidder is awarded the Contract within said period, in which event the Owner may retain said Bid Bond until
the undersigned Bidder has executed the required Agreement and furnished the required Performance
Bond, Labor & Materials Payment Bond, and Certificates of Insurance.

TIME OF COMPLETION

The Bidder agrees to make his best effort to complete the entire Project as soon as possible and within the
time specified in the Project Special Conditions after the issuance of the Notice to Proceed subject to the
CDOT Standard Specifications for Road and Bridge Construction, Section 108.

EXECUTION OF DOCUMENTS

The Bidder understands that if this Bid Proposal is accepted, he must execute the required Agreement and
furnish the required Performance Bond, Labor & Materials Payment Bond and Insurance Certificates within
ten (10) days from the date of Notice of Award.

METHOD OF AWARD

The Owner reserves the right to reject any Bid from any Bidder to complete the Work as specified regardless
of the amount of the Bid.

It is understood by the Bidder how Bids shall be awarded and that should the cost of the Bid exceed budgeted funds, the Owner reserves the right to reject any or all Bids or portions of Work Bid or the use of any of the methods stated in the Instructions to Bidders to obtain the most advantageous Bid price.

All bids will be reviewed by the Owner and Engineer. For any discrepancy between words and figures; the words will control. All mathematics will be checked and the correct total used for determining the low bidder.

GENERAL NOTE

Buy America Certifications shall be provided prior to installation of any steel or iron products on this project.
### BID SCHEDULE: Poudre Trail Improvements Project

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>BID SCHEDULE: ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE (DOLLARS)</th>
<th>TOTAL PRICE (DOLLARS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>201</td>
<td>Clearing and Grubbing</td>
<td>ACRE</td>
<td>2.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>202</td>
<td>Removal of Concrete Trail</td>
<td>SY</td>
<td>476</td>
<td></td>
<td></td>
</tr>
<tr>
<td>203</td>
<td>Unclassified Excavation</td>
<td>CY</td>
<td>2725</td>
<td></td>
<td></td>
</tr>
<tr>
<td>203</td>
<td>Unclassified Excavation (Complete in CY)</td>
<td>CY</td>
<td>1119</td>
<td></td>
<td></td>
</tr>
<tr>
<td>203</td>
<td>Muck Excavation</td>
<td>CY</td>
<td>334</td>
<td></td>
<td></td>
</tr>
<tr>
<td>203</td>
<td>Embankment Material (Complete in CY)</td>
<td>CY</td>
<td>1119</td>
<td></td>
<td></td>
</tr>
<tr>
<td>207</td>
<td>Topsoil</td>
<td>CY</td>
<td>1117</td>
<td></td>
<td></td>
</tr>
<tr>
<td>208</td>
<td>Sweeping</td>
<td>HR</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>208</td>
<td>Erosion Log (12 Inch)</td>
<td>LF</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>208</td>
<td>Concrete Washout Structure</td>
<td>EACH</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>208</td>
<td>Erosion Control Management</td>
<td>DAY</td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>208</td>
<td>Silt Fence (Reinforced)</td>
<td>LF</td>
<td>1400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>210</td>
<td>Reset Fence</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>211</td>
<td>Dewatering</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>212</td>
<td>Soil Conditioning (ACRE)</td>
<td>ACRE</td>
<td>2.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>212</td>
<td>Seeding (Native)</td>
<td>ACRE</td>
<td>2.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>213</td>
<td>Mulching (Weed-Free Straw)</td>
<td>ACRE</td>
<td>2.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>214</td>
<td>Unrooted Cutting Stakes (Willow)</td>
<td>EACH</td>
<td>1100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>216</td>
<td>Soil Retention Blanket (S-C) (BioD CL 2)</td>
<td>SY</td>
<td>1622</td>
<td></td>
<td></td>
</tr>
<tr>
<td>304</td>
<td>Aggregate Base Course (Class 6)</td>
<td>CY</td>
<td>95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>506</td>
<td>Riprap (12 Inch)</td>
<td>CY</td>
<td>650</td>
<td></td>
<td></td>
</tr>
<tr>
<td>607</td>
<td>Fence Chain Link (Temp)</td>
<td>LF</td>
<td>1537</td>
<td></td>
<td></td>
</tr>
<tr>
<td>608</td>
<td>Concrete Trail (6 in)</td>
<td>SY</td>
<td>520</td>
<td></td>
<td></td>
</tr>
<tr>
<td>620</td>
<td>Field Office (Class 1)</td>
<td>EACH</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>620</td>
<td>Sanitary Facility</td>
<td>EACH</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>625</td>
<td>Construction Surveying</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>626</td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>630</td>
<td>Construction Traffic Sign (Panel Size B)</td>
<td>EACH</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>630</td>
<td>Barricade (Type 3 M-B) (Temporary)</td>
<td>EACH</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>700</td>
<td>F/A Minor Contract Revisions</td>
<td>FA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>700</td>
<td>F/A Erosion Control</td>
<td>FA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** INCLUDE ALL FORCE ACCOUNT ITEMS IN TOTAL BID AMOUNT

Total Bid (Dollars) _______________________

Total Bid (Written Words) _______________________

18
Total Bid Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Bidder understands that the County reserves the right to reject any or all bids and to waive any informality in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids. Upon receipt of County's written acceptance of this bid, Bidder will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by the AGREEMENT.

The bid security attached is to become the property of the County in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the County caused thereby.

NOTE: The following are items of work to be completed by Weld County:

- Materials Quality Acceptance Testing
- Construction Inspection

RECEIPT OF ADDENDA

The undersigned acknowledges receipt of the following Addenda to the Invitation for Bids, Drawings, Specifications and other Contract Documents.

Addendum No. ___________________ Date:_____________________ By:____________________

Addendum No. ___________________ Date:_____________________ By:____________________

Bidder agrees to perform all Work described in the Contract Documents for the unit prices as shown in the Bid Schedule. Payment will be based on the Lump Sum price or the actual quantities furnished, installed or constructed.

The undersigned, by his or her signature, hereby acknowledges and represents that:

1. The bid proposed herein meets all of the conditions, specifications and special provisions set forth in the Request for Bid for Request No. #B1800111.
2. The quotations set forth herein are exclusive of any federal excise taxes and all other state and local taxes.
3. He or she is authorized to bind the below-named bidder for the amount shown on the accompanying proposal sheets.
4. The signed bid submitted, all of the documents of the Request for Bid contained herein (including, but not limited to, product specifications and scope of services), and the formal acceptance of the bid by Weld County, together constitutes a contract, with the contract date being the date of formal acceptance of the bid by Weld County.
5. Weld County reserves the right to reject any and all bids, to waive any informality in the bids, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County.

FIRM______________________________ BY ____________________________

(Please print)

BUSINESS ADDRESS______________________________ DATE ______________

CITY, STATE, ZIP CODE ______________________________

TELEPHONE NO _______________ FAX_____________ TAX ID #________________

SIGNATURE ________________________________

E-MAIL ________________________________

WELD COUNTY IS EXEMPT FROM COLORADO SALES TAXES. THE CERTIFICATE OF EXEMPTION NUMBER IS #98-03551-0000. YOU DO NOT NEED TO SEND BACK PAGES 1 – 17.
BID BOND

PROJECT: POUDRE TRAIL IMPROVEMENTS PROJECT

KNOW ALL MEN BY THESE PRESENTS, that ______________________________________ as Principal, and ______________________________________ as Surety, are hereby held and firmly bound unto Weld County, Colorado (hereinafter called the "Owner") in the penal sum of ___________________________ Dollars ($___________), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly to these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid dated, 2018 for the POUDRE TRAIL IMPROVEMENTS PROJECT as set out in the accompanying Bid.

WHEREAS, the Owner has required as a condition for receiving said Bid that the principal deposit with the Owner either a certified check equivalent to not less than five percent (5%) of the amount of said Bid or in lieu thereof furnish a Bid Bond for said amount conditioned such that in the event of failure to execute the proposed Contract for such construction if the Contract is to be awarded to him, that said sum be paid immediately to the Owner as liquidated damages and not as a penalty for the principal's failure to perform.

NOW THEREFORE, if the principal shall, within the period specified therefore:

A. On the attached prescribed forms presented to him for signature, enter into a written Contract with the Owner in accordance with his Bid as accepted, and give a Performance Bond with good and sufficient sureties, as may be required upon the forms prescribed by the Owner for the faithful performance and the proper fulfillment of said Contract, or
B. Withdraw said Bid within the time specified, or
C. Pay to the Owner the sum determined upon herein as liquidated damages, and not as a penalty, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this ______ day of __________, 2018 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing board.

Principal ________________________________

Address __________________________________

ATTEST: ________________________________

By: _____________________________________

By: _____________________________________

Surety ________________________________

Address ________________________________

ATTEST: ________________________________

By: _____________________________________
INSTRUCTIONS

The full firm name and residence of each individual party to the bond must be inserted in the first paragraph.

If the principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are partners composing the partnership (to be named), and all partners must execute the bond as individuals.

The state of incorporation of each corporate party to the bond must be inserted in the first paragraph and the bond must be executed under the corporate seal of said party attested by its secretary or other authorized officer.

Power of Attorney must accompany this bond when signed by other than an officer of either the principal or surety.

A standard printed bond form may be used in lieu of the foregoing form provided that the security stipulations protecting the Owner are not in any way reduced by use of such standard printed bond form.
### Name as shown on your income tax return

- Business name or disregarded entity name, if different from above

- Check appropriate box for federal tax classification:
  - [ ] Individual/sole proprietor
  - [ ] C Corporation
  - [ ] S Corporation
  - [ ] Partnership
  - [ ] Trust/estate

- Exemptions (see instructions):
  - [ ] Exempt payee code (if any)
  - [ ] Exemption from FATCA reporting code (if any)

- Address (number, street, and apt., or suite no.)

- City, state, and ZIP code

- Requestor’s name and address (optional)

- List account number(s) here (optional)

### Part I: Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the “Name” line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II: Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/Forms. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of a payment card and third-party network transactions, real estate transactions, mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you make to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requestor) and, when applicable, for:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, you allocate share of any partnership income from a U.S. trade or business not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from FATCA reporting is correct.

Note: If you are a U.S. person and a requestor gives you a form other than Form W-9 to request your TIN, you must use the requestor’s form if it is substantially similar to Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1441 on any partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.
I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.

2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.

2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.

3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.

4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any other firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.

8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

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

[Signature and details]

NOTE: This document must be signed in ink.
# Bidders List

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

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

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

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

**Work Proposed Categories:**

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

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

CDOT Form #1413 01/14
**ANTICIPATED DBE PARTICIPATION PLAN**

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

**DBE Commitments**

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

| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Total Eligible Participation**

| | | |
|----------------|----------------|
| Total Bid Amount | Total Eligible Participation Percentage |

**Bidder Signature**

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

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

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

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

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

Civil Rights and Business Resource Center

CDOT Form # 1414 01/14
NOTICE OF AWARD

PROJECT: Poudre Trail Improvements Project

To: ______________________________
_______________________________
_______________________________

Project Description: Poudre Trail Improvements Project

This project in general consists of trail reconstruction and stream bank stabilization work. The project includes but is not limited to the following work items: construction surveying, erosion control, removal of concrete trail, excavation, embankment, topsoil, riprap installation, trail construction, tailwater ditch construction, traffic control (signs and barricades), resetting existing fence, and other items.

The Owner has considered the Bid submitted by you for the above described Work in response to its Invitation for Bids and Instructions to Bidders.

You are hereby notified that your Bid has been accepted in the amount of $_________ or as shown in the Bid Schedule. You are required by the Instructions to Bidders to execute the Agreement and furnish the required Performance Bond, Payment Bond and Certificates of Insurance within five (5) business days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within five (5) business days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned. The Owner will be entitled to such other rights as may be granted by law.

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

Dated this ___________ day of _____________, 2018

Weld County, Colorado, Owner

By: __________________________________
    Devin Traff, P.E., Project Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

__________________________________________ (Contractor)

Dated this _________________ day of ____________________________, 2018

By: ________________________________ Title: ________________________________
(SAMPLE) WELD COUNTY AGREEMENT FOR CONSTRUCTION SERVICES BETWEEN
WELD COUNTY & ______________________
PROJECT: POUDRE TRAIL IMPROVEMENTS PROJECT

THIS AGREEMENT is made and entered into this ___ day of ____________, 2018 , by and between the County of Weld, a body corporate and politic of the State of Colorado, by and through its Board of County Commissioners, whose address is 1150 “O” Street, Greeley, Colorado 80631 hereinafter referred to as “County,” and _______________________, [an individual], [a limited liability partnership] [a limited liability company] [a corporation], who whose address is ______________________________________________, hereinafter referred to as “Contractor”.

WHEREAS, the Poudre River Trail is in need of improvement as a result of erosion along the north riverbank, (hereinafter referred to as the “Project”), and

WHEREAS, in the interests of public health, safety and welfare, it is necessary to undertake the permanent repair of this trail, and

WHEREAS, County requires an independent contract construction professional to perform the construction services required by County and set forth in Exhibit A;

WHEREAS, Contractor is willing to perform and has the specific ability to perform the required Construction Services at or below the cost set forth in Exhibit B;

WHEREAS, Contractor is authorized to do business in the State of Colorado and has the time, skill, expertise, and experience necessary to provide the equipment, materials and services as set forth below;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Introduction.

The terms of this Agreement are contained in the terms recited in this document and in Exhibits A and B, each of which forms an integral part of this Agreement. Exhibits A and B are specifically incorporated herein by this reference. County and Contractor acknowledge and agree that this Agreement, including specifically Exhibits A and B, define the performance obligations of Contractor and Contractor's willingness and ability to meet those requirements.

Exhibit A consists of County’s Request for Bid (RFB) as set forth in “Bid Package No. B1800111. The RFB contains all of the specific requirements of County.

Exhibit B consists of Contractor’s Response to County’s Request for Bid. The Response confirms Contractor’s obligations under this Agreement.

2. Service or Work. Contractor agrees to procure the materials, equipment and/or products necessary for the Project and agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the Project described in Exhibit A which is attached hereto and incorporated herein by reference. Contractor shall coordinate with, the Weld County Director of Public Works or other designated supervisory personnel, (the “Manager”); to perform the services described on attached Exhibit A. Contractor shall faithfully perform the work in accordance with the standards of professional care, skill, training, diligence and judgment provided by highly competent Contractors performing construction services of a similar nature to those described in this Agreement. Contractor shall further be responsible for the timely completion, and acknowledges that a failure to comply with the standards and requirements of Exhibit A within the time limits prescribed by County may result in County’s decision to withhold payment or to terminate this Agreement. In its sole discretion, the County, by the Director of the Department of Public Works or his or her designee, may extend the time for the Contractor to complete the service or work, by
not more than thirty (30) days. Such extension shall not increase the compensation to be paid to the Contractor nor change any other term herein.

3. **Term.** The term of this Agreement begins upon the date of the execution of this Agreement by County, and shall continue through and until Contractor’s completion of the responsibilities described in Exhibits A and B. Both of the parties to this Agreement understand and agree that the laws of the State of Colorado prohibit County from entering into Agreements which bind County for periods longer than one year. Therefore, within the thirty (30) days preceding the anniversary date of this Agreement, County shall notify Contractor if it wishes to renew this Contract.

4. **Termination.** County has the right to terminate this Agreement, with or without cause on thirty (30) days written notice. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement. However, nothing herein shall be construed as giving Contractor the right to provide materials (or services) under this Agreement beyond the time when such materials (or services) become unsatisfactory to the County.

If this Agreement is terminated by County, Contractor shall be compensated for, and such compensation shall be limited to, (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the County; (2) the reasonable value to County of the materials which Contractor provided prior to the date of the termination notice, but which had not yet been approved for payment; and (3) the cost of any work which the County approves in writing which it determines is needed to accomplish an orderly termination of the work. County shall be entitled to the use of all material generated pursuant to this Agreement upon termination.

Upon termination, County shall take possession of all materials, equipment, tools and facilities owned by County which Contractor is using, by whatever method it deems expedient; and, Contractor shall deliver to County all drawings, drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by County, and these items, materials and documents shall be the property of County. Copies of work product incomplete at the time of termination shall be marked “DRAFT-INCOMPLETE.”

Upon termination of this Agreement by County, Contractor shall have no claim of any kind whatsoever against the County by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed and/or materials described herein properly delivered.

5. **Extension or Modification.** Any amendments or modifications to this agreement shall be in writing signed by both parties. No additional services or work performed by Contractor shall be the basis for additional compensation unless and until Contractor has obtained written authorization and acknowledgement by County for such additional services.

6. **Compensation/Contract Amount.** Upon Contractor’s successful completion of the construction of the Project, and County’s acceptance of the same, County agrees to pay an amount no greater than $_______, which is the bid set forth in Exhibit B. Contractor acknowledges no payment in excess of that amount will be made by County unless a “change order” authorizing such additional payment has been specifically approved by the Director of Weld County Public Works, or by formal resolution of the Weld County Board of County Commissioners, as required pursuant to the Weld County Code. Any other provision of this Agreement notwithstanding, in no event shall County be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of the bid amount set forth in Exhibit B. Contractor acknowledges that any work it performs beyond that specifically authorized by County is performed at Contractor’s risk and without authorization under this Agreement. County shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein.

County will not withhold any taxes from monies paid to the Contractor hereunder and Contractor agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement.
Notwithstanding anything to the contrary contained in this Agreement, County shall have no obligations under this Agreement after, nor shall any payments be made to Contractor in respect of any period after December 31 of any year, without an appropriation therefore by County in accordance with a budget adopted by the Board of County Commissioners in compliance with Article 25, title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. 29-1-101 et. seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20)

7. **Independent Contractor.** Contractor agrees that it is an independent Contractor and that Contractor’s officers, agents or employees will not become employees of County, nor entitled to any employee benefits from County as a result of the execution of this Agreement. Contractor shall perform its duties hereunder as an independent Contractor. Contractor shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to this Agreement. Contractor, its employees and agents are not entitled to unemployment insurance or workers’ compensation benefits through County and County shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes (if applicable) incurred pursuant to this Agreement. Contractor shall not have authorization, express or implied, to bind County to any agreement, liability or understanding, except as expressly set forth in this Agreement.

8. **Subcontractors.** Contractor acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of Contractor. Contractor shall not enter into any subcontractor agreements for the completion of this Project without County’s prior written consent, which may be withheld in County’s sole discretion. County shall have the right in its reasonable discretion to approve all personnel assigned to the subject Project during the performance of this Agreement and no personnel to whom County has an objection, in its reasonable discretion, shall be assigned to the Project. Contractor shall require each subcontractor, as approved by County and to the extent of the Services to be performed by the subcontractor, to be bound to Contractor by the terms of this Agreement, and to assume toward Contractor all the obligations and responsibilities which Contractor, by this Agreement, assumes toward County. County shall have the right (but not the obligation) to enforce the provisions of this Agreement against any subcontractor hired by Contractor and Contractor shall cooperate in such process. The Contractor shall be responsible for the acts and omissions of its agents, employees and subcontractors.

9. **Ownership.** All work and information obtained by Contractor under this Agreement or individual work order shall become or remain (as applicable), the property of County. In addition, all reports, data, plans, drawings, records and computer files generated by Contractor in relation to this Agreement and all reports, test results and all other tangible materials obtained and/or produced in connection with the performance of this Agreement, whether or not such materials are in completed form, shall at all times be considered the property of the County. Contractor shall not make use of such material for purposes other than in connection with this Agreement without prior written approval of County.

10. **Confidentiality.** Confidential financial information of Contractor should be transmitted separately from the main bid submittal, clearly denoting in red on the financial information at the top the word, “CONFIDENTIAL.” However, Contractor is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., with regard to public records, and cannot guarantee the confidentiality of all documents. Contractor agrees to keep confidential all of County’s confidential information. Contractor agrees not to sell, assign, distribute, or disclose any such confidential information to any other person or entity without seeking written permission from the County. Contractor agrees to advise its employees, agents, and consultants, of the confidential and proprietary nature of this confidential information and of the restrictions imposed by this agreement.

11. **Warranty.** Contractor warrants that construction services performed under this Agreement will be performed in a manner consistent with the professional construction standards governing such services and the provisions of this Agreement. Contractor further represents and warrants that all construction services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards, and that all construction services will conform to applicable specifications.
In addition to the foregoing warranties, Contractor is aware that all work performed on this Project pursuant to this Agreement is subject to a one year warranty period during which Contractor must correct any failures or deficiencies caused by contractor’s workmanship or performance. This warranty shall commence on the date of County's final inspection and acceptance of the Project.

12. **Acceptance of Services Not a Waiver.** Upon completion of the work, Contractor shall submit to County originals of all test results, reports, etc., generated during completion of this work. Acceptance by County of reports, incidental material(s), and structures furnished under this Agreement shall not in any way relieve Contractor of responsibility for the quality and accuracy of the construction of the project. In no event shall any action by County hereunder constitute or be construed to be a waiver by County of any breach of this Agreement or default which may then exist on the part of Contractor, and County's action or inaction when any such breach or default shall exist shall not impair or prejudice available to County with respect to such breach or default. No assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach. Acceptance by the County of, or payment for, the construction completed under this Agreement shall not be construed as a waiver of any of the County’s rights under this Agreement or under the law generally.

13. **Insurance and Indemnification.** General Requirements: Contractors/Contract Professionals must secure, at or before the time of execution of any agreement or commencement of any work, the following insurance covering all operations, goods or services provided pursuant to this request. Contractors/Contract Professionals shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as “A” or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies by canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Weld County Director of General Services by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If any policy is in excess of a deductible or self-insured retention, County must be notified by the Contractor/Contract Professional. Contractor/Contract Professional shall be responsible for the payment of any deductible or self-insured retention. County reserves the right to require Contractor/Contract Professional to provide a bond, at no cost to County, in the amount of the deductible or self-insured retention to guarantee payment of claims.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not decrease or limit the liability of Contractor/Contract Professional. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Any modification to these requirements must be made in writing by Weld County.

The Contractor stipulates that it has met the insurance requirements identified herein. The Contractor shall be responsible for the professional quality, technical accuracy, and quantity of all construction services provided, the timely delivery of said services, and the coordination of all services rendered by the Contractor and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

**Indemnity:** The Contractor shall defend, indemnify and hold harmless County, its officers, agents, and employees, from and against injury, loss damage, liability, suits, actions, or claims of any type or character arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers‘ compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. The Contractor shall be fully responsible and liable for any and all injuries or damage received or sustained by any person, persons, or
property on account of its performance under this Agreement or its failure to comply with the provisions of the Agreement, or on account of or in consequence of neglect of The Contractor in its construction methods or procedures; or in its provisions of the materials required herein, or from any claims or amounts arising or recovered under the Worker’s Compensation Act, or other law, ordinance, order, or decree. This paragraph shall survive expiration or termination hereof. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County its associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the County. A failure to comply with this provision shall result in County’s right to immediately terminate this Agreement.

Types of Insurance: The Contractor/Contract Professional shall obtain, and maintain at all times during the term of any Agreement, insurance in the following kinds and amounts:

Workers’ Compensation Insurance as required by state statute, and Employer’s Liability Insurance covering all of the Contractor’s Contract Professional’s employees acting within the course and scope of their employment. Policy shall contain a waiver of subrogation against the County. This requirement shall not apply when a Contractor or subcontractor is exempt under Colorado Workers’ Compensation Act., AND when such Contractor or subcontractor executes the appropriate sole proprietor waiver form.

Minimum Limits:

<table>
<thead>
<tr>
<th>Coverage A (Workers’ Compensation)</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage B (Employers Liability)</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 equivalent, covering premises operations, explosions, collapse and underground hazard, personal advertising injury, fire damage, independent Contractors, products and completed operations, blanket contractual liability, personal injury, and liability assumed under an insured contract. The policy shall be endorsed to include 1) the Additional Insured Endorsements CG 2010 (or equivalent), 2) CG 2037 Additional Insured for products/completed operations, and 3) the Designated Construction Projects General Aggregate Endorsement CG 2503. The policy shall be endorsed to include the following additional insured language on the additional insured endorsements specified above: “Weld County, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations” and the minimum limits must be as follows:

- $1,000,000 each occurrence;
- $2,000,000 general aggregate;
- $2,000,000 products and completed operations aggregate;
- $1,000,000 Personal Advertising Injury;
- $50,000 any one fire;
- $500,000 errors and omissions; and
- $5,000 Medical payment one person

Automobile Liability: Contractor/Contract Professional shall maintain limits of $1,000,000 for bodily injury per person, $1,000,000 for bodily injury for each accident, and $1,000,000 for property damage applicable to all vehicles operating both on County property and elsewhere, for vehicles owned, hired, and non-owned vehicles used in the performance of this Contract.

For all general liability, excess/umbrella liability, liquor liability, pollution liability and professional liability policies, if the policy is a claims-made policy, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to County, whichever is earlier.
Contractors/Contract Professionals shall secure and deliver to the County at or before the time of execution of this Agreement, and shall keep in force at all times during the term of the Agreement as the same may be extended as herein provided, a commercial general liability insurance policy, including public liability and property damage, in form and company acceptable to and approved by said Administrator, covering all operations hereunder set forth in the related Bid or Request for Proposal.

**Proof of Insurance:** County reserves the right to require the Contractor/Contract Professional to provide a certificate of insurance, a policy, or other proof of insurance as required by the County’s Risk Administrator in his sole discretion.

**Additional Insured:** For general liability, excess/umbrella liability, pollution legal liability, liquor liability, and inland marine, Contractor/Contract Professional's insurer shall name Weld County and the State of Colorado as an additional insured.

**Waiver of Subrogation:** For all coverages, Contractor/Contract Professional’s insurer shall waive subrogation rights against County.

**Subcontractors:** All subcontractors, subcontractors, independent Contractors, sub-vendors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Contractor/Contract Professional. Contractor/Contract Professional shall include all such subcontractors, independent Contractors, sub-vendors suppliers or other entities as insured under its policies or shall ensure that all subcontractors maintain the required coverages. Contractor/Contract Professional agrees to provide proof of insurance for all such subcontractors, independent Contractors, sub-vendors suppliers or other entities upon request by the County.

**Contractors Pollution Liability (Not required for this project)**
Weld County requires this coverage whenever work at issue under this Contract involves potential pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor’s scope of services. Policy shall cover the Contractor’s completed operations. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. The policy shall be endorsed to include the following as Additional Insureds: “Weld County its subsidiary, parent, associated and/or affiliated entities, its elected officials, trustees, employees, agents, and volunteers named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations”.

**Minimum Limits:**
- Per Loss: $1,000,000
- Aggregate: $1,000,000

**Builders’ Risk Insurance or Installation Floater – Completed Value Basis (Not Required for this Project)**
Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, Builders’ Risk Insurance in the amount of the initial Contract Sum, plus value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire Project at the site on a replacement cost basis without optional deductibles.
a. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

b. Such Builders’ Risk Insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the County’s has insurable interest in the property to be covered, whichever is later.

c. The Builders’ Risk insurance shall include interests of the County and if applicable, affiliated or associate entities, the General Contractor, subcontractors and sub-tier contractors in the Project.

d. The Builders’ Risk Coverage shall be written on a Special Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal including demolition, increased cost of construction, architect’s fees and expenses, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests and excavation, backfilling, filling, and grading.

e. The Builders’ Risk shall include a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. County Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder’s Risk Policy. The Builder’s Risk Policy shall remain in force until acceptance of the project by the County.

f. Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically covers insured equipment during installation and testing (including cold and hot testing).

g. The deductible shall not exceed $25,000 and shall be the responsibility of the Contractor except for losses that involve all Acts of God such as flood, earthquake, windstorm, tsunami, volcano, etc.

14. **Non-Assignment.** Contractor may not assign or transfer this Agreement or any interest therein or claim thereunder, without the prior written approval of County. Any attempts by Contractor to assign or transfer its rights hereunder without such prior approval by County shall, at the option of County, automatically terminate this Agreement and all rights of Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of County.

15. **Examination of Records.** To the extent required by law, the Contractor agrees that any duly authorized representative of County, including the County Auditor, shall have access to and the right to examine and audit any books, documents, papers and records of Contractor, involving all matters and/or transactions related to this Agreement. The Contractor agrees to maintain these documents for three years from the date of the last payment received.

16. **Interruptions.** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

17. **Notices.** County may designate, prior to commencement of work, its project representative (“County Representative”) who shall make, within the scope of his or her authority, and all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to County Representative. The County Representative for purposes of this Agreement is hereby identified as, Director of Public Works and/or County Engineer All
notices or other communications (including annual maintenance) made by one party to the other concerning
the terms and conditions of this contract shall be deemed delivered under the following circumstances:

   a. personal service by a reputable courier service requiring signature for receipt; or
   b. five (5) days following delivery to the United States Postal Service, postage prepaid addressed to
      a party at the address set forth in this contract; or
   c. electronic transmission via email at the address set forth below, where a receipt or acknowledgment
      is required by the sending party; or
   d. transmission via facsimile, at the number set forth below, where a receipt or acknowledgment is
      required by the sending party.

Either party may change its notice address(es) by written notice to the other.

Notification Information:

Contractor:
Attn.:
Address:
Address:
E-mail:
Phone:
Facsimile:

County:
Name: Devin Traff, P.E.
Position: Staff Engineer
Address: PO Box 758
Address: 1111 H St, Greeley, CO 80632-0758
E-mail: dtraff@weldgov.com
Phone: 970-400-3773
Facsimile: 970-381-6596

18. Compliance with Law. Contractor shall strictly comply with all applicable federal and State laws, rules
and regulations in effect or hereafter established, including without limitation, laws applicable to
discrimination and unfair employment practices.

19. Non-Exclusive Agreement. This Agreement is nonexclusive and County may engage or use other
Contractors or persons to perform services of the same or similar nature.

20. Entire Agreement/Modifications. This Agreement including the Exhibits attached hereto and
incorporated herein, contains the entire agreement between the parties with respect to the subject matter
contained in this Agreement. This instrument supersedes all prior negotiations, representations, and
understandings or agreements with respect to the subject matter contained in this Agreement. This
Agreement may be changed or supplemented only by a written instrument signed by both parties.

21. Fund Availability. Financial obligations of the County payable after the current fiscal year are contingent
upon funds for that purpose being appropriated, budgeted and otherwise made available. Execution of this
Agreement by County does not create an obligation on the part of County to expend funds not otherwise
appropriated in each succeeding year.

22. Employee Financial Interest/Conflict of Interest – C.R.S. §§24-18-201 et seq. and §24-50-507. The
signatories to this Agreement agree that to their knowledge, no employee of Weld County has any personal
or beneficial interest whatsoever in the service or property which is the subject matter of this Agreement.
County has no interest and shall not acquire any interest direct or indirect, that would in any manner or
degree interfere with the performance of Contractor’s services and Contractor shall not employ any person
having such known interests. During the term of this Agreement, Contractor shall not engage in any in any business or personal activities or practices or maintain any relationships which actually conflicts with or in any way appear to conflict with the full performance of its obligations under this Agreement. Failure by Contractor to ensure compliance with this provision may result, in County’s sole discretion, in immediate termination of this Agreement. No employee of Contractor nor any member of Contractor’s family shall serve on a County Board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises Contractor’s operations, or authorizes funding to Contractor.

23. **Severability.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

24. **Governmental Immunity.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

25. **No Third-Party Beneficiary.** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

26. **Board of County Commissioners of Weld County Approval.** This Agreement shall not be valid until it has been approved by the Board of County Commissioners of Weld County, Colorado or its designee.

27. **Choice of Law/Jurisdiction.** Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void. In the event of a legal dispute between the parties, Contractor agrees that the Weld County District Court shall have exclusive jurisdiction to resolve said dispute.

28. **Public Contracts for Services C.R.S. §8-17.5-101.** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract. Contractor will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify program of the State of Colorado program established pursuant to C.R.S. §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify with Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor shall not use E-Verify Program or State of Colorado program procedures to undertake pre-employment screening or job applicants while this Agreement is being performed. If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien Contractor shall notify the subcontractor and County within three (3) days that Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving notice. Contractor shall not terminate the contract if within three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State of Colorado program, Contractor shall, within twenty days after hiring a new employee to perform work under the contract, affirm that Contractor has examined the legal work status of such employee, retained file copies of the documents, and not altered or falsified the identification documents for such employees. Contractor shall deliver to County, a written notarized affirmation that it has examined the legal work status of such employee, and shall comply with all of the other requirements of the State of Colorado program. If Contractor fails to comply with any requirement of
this provision or of C.R.S. §8-17.5-101 et seq., County, may terminate this Agreement for breach, and if so terminated, Contractor shall be liable for actual and consequential damages.

Except where exempted by federal law and except as provided in C.R.S. § 24-76.5-103(3), if Contractor receives federal or state funds under the contract, Contractor must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to C.R.S. § 24-76.5-103(4), if such individual applies for public benefits provided under the contract. If Contractor operates as a sole proprietor, it hereby swears or affirms under penalty of perjury that it: (a) is a citizen of the United States or is otherwise lawfully present in the United States pursuant to federal law, (b) shall produce one of the forms of identification required by C.R.S. § 24-76.5-101, et seq., and (c) shall produce one of the forms of identification required by C.R.S. § 24-76.5-103 prior to the effective date of the contract.

29. **Official Engineering Publications.** Contractor acknowledges and agrees that the Colorado Department of Transportation “Standard Specifications for Road and Bridge Construction” and the Colorado Department of Transportation Standard Plans “M & S Standards” establish the requirements for all work performed by Contractor under this Agreement, and Contractor agrees to meet or exceed all standards set by these publications. Contractor further acknowledges and agrees that a failure to meet the standards set by these publications may result in withholding by County of some or all of the Contract Amount.

30. **Compliance with Davis-Bacon Wage Rates.** Contractor understands and agrees that, if required by the provisions of Exhibit A, the work shall be in compliance with the Davis-Bacon Wage Rates. (If compliance with this statute is required by County under this Agreement, a copy of the information is contained in Exhibit A, County’s Request for Bid, and is a part this Agreement.)

31. **Attorney’s Fees/Legal Costs.** In the event of a dispute between County and Contractor, concerning this Agreement, the parties agree that each party shall be responsible for the payment of attorney fees and/or legal costs incurred by or on its own behalf.

32. **Binding Arbitration Prohibited:** Weld County does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

**Acknowledgment:** County and Contractor acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms. Both parties further agree that this Agreement, with the attached Exhibits A and B and Attachment A, General Conditions of the Contract, is the complete and exclusive statement of agreement between the parties and supersedes all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have signed this Agreement this _____ day of ______________, 2018.
CONTRACTOR:

__________________________________________

By: ____________________________   Date ____________________________

Name: __________________________

Title: ___________________________

__________________________

WELD COUNTY:
ATTEST:焊 County Clerk to the Board

BY: ____________________________

Deputy Clerk to the Board

__________________________________________

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

BY: ____________________________

Steve Moreno, Chair
PERFORMANCE BOND
(PAGE 1 OF 2)

PROJECT: Poudre Trail Improvements Project

KNOW ALL MEN BY THE PRESENTS; that

(Name of Contractor)

(Address of Contractor)

Contractor, and a (Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called surety, are held and firmly bound unto

Weld County, Colorado

(Name of Owner)

P.O. Box 758, 1111 H Street, Greeley, Colorado 80632

(Address of Owner)

hereinafter called Owner, in the penal sum of __________________________ Dollars, ($______________), in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Contractor entered into a certain Contract with the Owner, dated the ______ day of ______________, 2018, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT: Poudre Trail Improvements Project

described in the Invitation for Bids, Bid No. B1800111.

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

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed there under of the Specifications accompanying the same shall in any way affect its obligation on this Bond,
and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this ____________________ day of ____________________, 2018.

__________________________________________

(Contractor) Secretary

By _______________________________________

(SEAL)

__________________________________________

(Witness as to Contractor)

(Address)                                   (Address)

ATTEST:

__________________________________________

(Surety) Secretary

(SEAL)

__________________________________________

Witness as to Surety

(Address)                                   (Address)

By _______________________________________

Attorney-in-Fact

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

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.
LABOR & MATERIALS PAYMENT BOND
(PAGE 1 OF 2)

PROJECT: POUDRE TRAIL IMPROVEMENTS PROJECT

KNOW ALL MEN BY THE PRESENTS; that

__________________________________________
(Name of Contractor)

__________________________________________
(Address of Contractor)

__________________________________________, hereinafter called Contractor, and a (Corporation, Partnership, or Individual)

__________________________________________
(Name of Surety)

__________________________________________
(Address of Surety)

hereinafter called surety, are held and firmly bound unto

Weld County, Colorado

(Name of Owner)

P.O. Box 758, 1111 H Street, Greeley, Colorado 80632

(Address of Owner)

hereinafter called Owner, in the penal sum of

__________________________________________
(Dollars ($_________)).

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Contractor entered into a

certain Contract with the Owner, dated the ______________ day of _______________________, 2018,
a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT: POUDRE TRAIL IMPROVEMENTS PROJECT

described in the Invitation for Bids, Bid No. B1800111.

NOW, THEREFORE, if the Contractor shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void.; otherwise to remain in full force and effect.
LABOR & MATERIALS PAYMENT BOND
(PAGE 2 OF 2)

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original,

this ______________________ day of ______________________, 2018.

__________________________________________
Contractor

__________________________________________
By_______________________________________

______________________________
(Contractor) Secretary
(SEAL)

______________________________
(Witness as to Contractor)
__________________________________________
(Address)

__________________________________________
(Address)

ATTEST:

__________________________________________
(Surety) Secretary
(SEAL)

______________________________
Witness as to Surety
By_______________________________________
Attorney-in-Fact

__________________________________________
(Address)

__________________________________________
(Address)

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

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.
NOTICE TO PROCEED

PROJECT: POUDRE TRAIL IMPROVEMENTS PROJECT

To: _________________________________ Date: __________

____________________________________

____________________________________

Name of Project:

PROJECT: POUDRE TRAIL IMPROVEMENTS PROJECT described in the Invitation for Bids, Bid No. B1800111

You are hereby notified to commence Work in accordance with the Agreement dated __________. The date of completion of all Work is therefore ________________.

By __________________________________________
Devin Traff, P.E., Project Manager
Weld County, Colorado, Owner

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

(Contractor)

Dated this ______ day of __________________, 2018.

By __________________________________________

Title ________________________________________
CHANGE ORDER NO. (EXAMPLE)

PROJECT: POUDE TRAIL IMPROVEMENTS PROJECT

Date: _____________

PROJECT: POUDE TRAIL IMPROVEMENTS PROJECT described in the Invitation for Bids, Bid No. B1800111.

Owner: ____________________________ Weld County, Colorado

Contractor: ________________________________________________

The following change is hereby made to the Contract Documents:

CHANGE TO CONTRACT PRICE:

Original Contract Price: ________________

Current Contract Price adjusted by previous Change Order: ________________

The Contract Price due to this Change Order will be increased by: ________________

The new Contract Price, including this Change Order, will be: ________________

CHANGE TO CONTRACT TIME:

The Contract Time will be increased by ________________ calendar days.

The date for completion of all Work will be ____________________________.

RECOMMENDED:

Owner Representative: ___________________________________________ Date: _____________

Devin Traff, P.E. (Staff Engineer)

Engineer: ___________________________________________ Date: _____________

APPROVALS:

Contractor: ___________________________________________ Date: _____________

Owner: ___________________________________________ Date: _____________
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: POUDRE TRAIL IMPROVEMENTS PROJECT

Owner’s Project No:

Engineer's Project No:

PROJECT: POUDRE TRAIL IMPROVEMENTS PROJECT described in the Invitation for Bids, Bid No. B1800111

Contractor: ____________________________

Contract For: PROJECT: POUDRE TRAIL IMPROVEMENTS PROJECT described in the Invitation for Bids, Bid No. B1800111.

Contract Dated: ____________________________

This Certificate of Substantial Completion applies to all Work that has been sufficiently completed in accordance with the Contract Documents and as modified by any change orders agreed to by the parities, so the Owner can utilize the project improvements for the use in which they were intended, under the Contract Documents except for the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of the Owner, Contractor and Engineer, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

Date of Substantial Completion

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items in the list shall be completed or corrected by the Contractor within 14 days of the above date of Substantial Completion.

To be effective, this form must be signed by the Owner, the Engineer, and the Contractor.

Owner: ____________________________ Date: ______________

Engineer: ____________________________ Date: ______________

Contractor: ____________________________ Date: ______________
LIEN WAIVER (GENERAL CONTRACTOR)

PROJECT: POUDRE TRAIL IMPROVEMENTS PROJECT

TO: Weld County Public Works
   Attn: Devin Traff, P.E., Staff Engineer
   P.O. Box 758
   Greeley, Colorado 80632

Gentlemen:

For a valuable consideration paid by the Board of County Commissioners of Weld County, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby, releases unto Weld County and to its heirs, executors, administrators or assigns, all rights of the undersigned to claim a mechanic’s lien for material heretofore furnished for use in and for labor heretofore performed upon the construction, alteration, addition to or repair of the structures or improvements described in the Contract Documents as:

PROJECT: POUDRE TRAIL IMPROVEMENTS PROJECT described in the Invitation for Bids, Bid No. B1800111.

Contractor: ________________________________

(If no legal description is shown following the description of Project, we acknowledge that the foregoing is an adequate description of the real properties and improvements inasmuch as the foregoing is the description given in the Contract Documents which govern the performance of the Work for which consideration has been received.)

In executing this release, we certify that all claims for labor, or materials, or both, furnished or performed on our behalf by our material suppliers or subcontractors have been paid or that satisfactory arrangement for payment has been made.

We agree to defend Weld County from any and all claims on the part of our material suppliers, laborers, employees, servants and agents or subcontractors arising from our Work on the Project, and we further agree to reimburse the Board of County Commissioners of Weld County for any and all costs, including reasonable attorney fees, which they may incur as a result of such claims.

__________________________  Contractor

By: __________________________

Title: __________________________

Date: __________________________

STATE OF ______________________ )

) ss.

COUNTY OF ______________________

The foregoing instrument was acknowledged before me this ________ day of __________, 2018,
by ________________________________

My commission expires:

Notary Public __________________________
FINAL LIEN WAIVER (SUBCONTRACTORS)

PROJECT: Poudre Trail Improvements Project

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by (A) ____________________________
to furnish labor and materials for (B) ____________________________ work, under a contract (C) ____________________________ for the improvement of the premises described as (D) ____________________________ County of ____________________________, State of ____________________________ of which ____________________________ is the Owner.

NOW, THEREFORE, this ____________________________ day of ____________________________, 2018, for and in consideration of the sum of (E) ____________________________ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

(F) ____________ (SEAL)
(Name of sole ownership, corporation or partnership)

(Affix Corporate seal here)

__________________________ (SEAL)
(Signature of Authorized Representative)

Title: ____________________________

INSTRUCTIONS FOR FINAL WAIVER

(A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.

(B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.

(C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.

(D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.

(E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.

(F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.
NOTICE OF ACCEPTANCE

PROJECT: POUDRE TRAIL IMPROVEMENTS PROJECT

TO: ___________________________             Date: ___________

_________________________________

_________________________________

RE: PROJECT: POUDRE TRAIL IMPROVEMENTS PROJECT described in the Bid No. B1800111

This is to inform you that the above referenced job, has been satisfactorily completed in accordance with the Contract Documents and is hereby accepted. Final payment will be made on or about ________________.

Final acceptance does not relieve the Contractor of the minimum one (1) year guarantee on all work and materials incorporated into this Project. Such guarantee shall begin on the date of this acceptance.

By: ___________________________
    Devin Traff, P.E., Project Manager
    Weld County, Colorado, Owner

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

Dated this ______ day of _____________, 2018.

By_________________________________
   (Contractor)

Title_________________________________
COLORADO DEPARTMENT OF TRANSPORTATION
CONTRACTORS PERFORMANCE CAPABILITY STATEMENT

1. List names of partnerships or joint ventures  □ none

2. List decreases in the contractors fiscal or workmanship qualifications compared to the last prequalification statement submitted to CDOT. (Attach additional sheets if necessary.)
   a. Key personnel changes  □ none

   b. Key equipment changes  □ none

   c. Fiscal capability changes (legal actions, etc.)  □ none

   d. Other changes that may effect the contractors ability to perform work  □ none

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

Contractor’s firm or company name
By
Date
Title

2nd Contractor’s firm or company name (if joint venture)
By
Date
Title

CDOT Form #605 1/02
COLORADO DEPARTMENT OF TRANSPORTATION
ASSIGNMENT OF ANTITRUST CLAIMS

Contractor and Colorado Department of Transportation (CDOT) recognize that in actual economic practice antitrust violations ultimately impact on CDOT. Therefore, for good cause and as consideration for executing this contract and for receiving payments hereunder:

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

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

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

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

Contractor's firm or company name

By

Date

Title

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

By

Date

Title
COLORADO DEPARTMENT OF TRANSPORTATION

COMMITMENT CONFIRMATION

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

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

<table>
<thead>
<tr>
<th>Commitment Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category</td>
</tr>
<tr>
<td>----------</td>
</tr>
<tr>
<td>Construction</td>
</tr>
<tr>
<td>Trucking</td>
</tr>
<tr>
<td>Supplies</td>
</tr>
<tr>
<td>Services</td>
</tr>
</tbody>
</table>

Total

This section must be signed by an individual with the power to contractually bind the Bidder/Contractor. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and accurate to the best of your knowledge.

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

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

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

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

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

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

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

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

GOOD FAITH EFFORT REPORT

Section 1. Contractor and Project Information
Bidder: [Name]
Address: [Address]
Contact Name: [Name]
Contact Phone: [Phone]
Contact Email: [Email]

Project: [Project]
Project Code: [Code]
Proposal Amount: [Amount]
Contract Goal Percentage: [Percentage]
Contract Goal Dollar Value: [Value]

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

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

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

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

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

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

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

[Signature]

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

[Signature]

Date: [Date]

Notarization: Must be completed by a licensed notary.

County of [County] State of [State]

Subscribed and sworn before me this ________ day of ________, 20____

Notary Signature: [Signature]
Notary Address: [Address]

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

Local agency projects: Submit this form and all supporting documentation to the local agency. All originals must be sent to: CDOT Civil Rights and Business Resource Center, 4201 E. Arkansas Ave. Room 150, Denver, CO 80222.
<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>DBE (Y/N)</th>
<th>Work Type(s)</th>
<th>Quote Amount</th>
<th>Selected (Y/N)</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
POUDRE TRAIL IMPROVEMENTS PROJECT
PROJECT SPECIAL PROVISIONS

The Colorado Department of Transportation 2017 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 INDEX

<table>
<thead>
<tr>
<th>Section Title</th>
<th>Date</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Index of Project Special Provisions</td>
<td>(May, 2018)</td>
<td>54</td>
</tr>
<tr>
<td>Notice to Bidders</td>
<td>(May, 2018)</td>
<td>55</td>
</tr>
<tr>
<td>Commencement and Completion of Work</td>
<td>(May, 2018)</td>
<td>56</td>
</tr>
<tr>
<td>Disadvantaged Business Enterprise (DBE) Contract Goal</td>
<td>(May, 2018)</td>
<td>57</td>
</tr>
<tr>
<td>On the Job Training</td>
<td>(May, 2018)</td>
<td>58</td>
</tr>
<tr>
<td>Revision of Section 101 – Definition of Terms</td>
<td>(May, 2018)</td>
<td>59</td>
</tr>
<tr>
<td>Revision of Section 102 – Bidding Requirements and Conditions</td>
<td>(May, 2018)</td>
<td>60</td>
</tr>
<tr>
<td>Revision of Section 104 – Scope of Work</td>
<td>(May, 2018)</td>
<td>62</td>
</tr>
<tr>
<td>Revision of Section 105 – Control of Work</td>
<td>(May, 2018)</td>
<td>63</td>
</tr>
<tr>
<td>Revision of Section 106 – Control of Material</td>
<td>(May, 2018)</td>
<td>67</td>
</tr>
<tr>
<td>Revision of Section 107 – Legal Relations and Responsibility to the Public</td>
<td>(May, 2018)</td>
<td>68</td>
</tr>
<tr>
<td>Revision of Section 108 – Prosecution and Progress</td>
<td>(May, 2018)</td>
<td>71</td>
</tr>
<tr>
<td>Revision of Section 109 – Measurement and Payment</td>
<td>(May, 2018)</td>
<td>72</td>
</tr>
<tr>
<td>Revision of Section 201 – Clearing and Grubbing</td>
<td>(May, 2018)</td>
<td>74</td>
</tr>
<tr>
<td>Revision of Section 202 – Removal of Structures and Obstructions</td>
<td>(May, 2018)</td>
<td>75</td>
</tr>
<tr>
<td>Revision of Section 203 – Excavation and Embankment</td>
<td>(May, 2018)</td>
<td>76</td>
</tr>
<tr>
<td>Revision of Section 207 – Topsoil</td>
<td>(May, 2018)</td>
<td>79</td>
</tr>
<tr>
<td>Revision of Section 208 – Erosion Control</td>
<td>(May, 2018)</td>
<td>81</td>
</tr>
<tr>
<td>Revision of Section 210 – Reset Structures</td>
<td>(May, 2018)</td>
<td>82</td>
</tr>
<tr>
<td>Revision of Section 212 – Seeding, Fertilizer, Soil Conditioner, and Sodding</td>
<td>(May, 2018)</td>
<td>83</td>
</tr>
<tr>
<td>Revision of Section 213 – Mulching</td>
<td>(May, 2018)</td>
<td>87</td>
</tr>
<tr>
<td>Revision of Section 214 – Nursery Stock Containers and Unrooted Cuttings</td>
<td>(May, 2018)</td>
<td>88</td>
</tr>
<tr>
<td>Revision of Section 216 – Soil Retention Covering</td>
<td>(May, 2018)</td>
<td>90</td>
</tr>
<tr>
<td>Revision of Section 304 and 703 – Aggregate Base Course</td>
<td>(May, 2018)</td>
<td>92</td>
</tr>
<tr>
<td>Revision of Sections 420 and 712 – Geotextile Separator</td>
<td>(May, 2018)</td>
<td>94</td>
</tr>
<tr>
<td>Revision of Section 506 – Riprap</td>
<td>(May, 2018)</td>
<td>96</td>
</tr>
<tr>
<td>Revision of Section 607 – Fences</td>
<td>(May, 2018)</td>
<td>98</td>
</tr>
<tr>
<td>Revision of Section 608 – Sidewalks and Bikeways</td>
<td>(May, 2018)</td>
<td>99</td>
</tr>
<tr>
<td>Revision of Section 620 – Field Facilities</td>
<td>(May, 2018)</td>
<td>100</td>
</tr>
<tr>
<td>Revision of Section 625 – Construction Surveying</td>
<td>(May, 2018)</td>
<td>102</td>
</tr>
<tr>
<td>Revision of Section 626 – Mobilization</td>
<td>(May, 2018)</td>
<td>103</td>
</tr>
<tr>
<td>Revision of Section 630 – Construction Zone Traffic Control</td>
<td>(May, 2018)</td>
<td>104</td>
</tr>
<tr>
<td>Force Account Items</td>
<td>(May, 2018)</td>
<td>105</td>
</tr>
<tr>
<td>Utilities Coordination</td>
<td>(May, 2018)</td>
<td>106</td>
</tr>
</tbody>
</table>
NOTICE TO BIDDERS

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

Information regarding the project may be obtained from the following authorized representatives.

Devin Traff, P.E., Staff Engineer
Weld County Public Works Department
1111 H Street
Greeley, CO 80632
Office Phone: 970-304-6496, ext. 3773
Email: dtraff@weldgov.com

Clay Kimmi, P.E., Senior Engineer
Weld County Public Works Department
1111 H Street
Greeley, CO 80632
Office Phone: 970-304-6496, ext. 3741
Email: ckimmi@weldgov.com

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

A mandatory pre-bid conference will be held on June 21, 2018 beginning at 10:00 AM at the Weld County Public Works Front Conference Room. Bids will be accepted only from pre-qualified bidders who attend the mandatory pre-bid conference.

Questions received from bidders along with Weld County responses will be posted on the Weld County web site listed below as they become available.

http://www.co.weld.co.us/Departments/Purchasing/index.html located under Current Request for Bids.

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 direct the bidder to contact the Resident Engineer directly to address the question or clarification. The Resident Engineer will keep the bidder's innovation confidential and will not share this information with other bidders.

The Resident Engineer will determine whether questions are innovative or proprietary in nature. If the Resident Engineer determines that a question does not warrant confidentiality, the bidder may withdraw the question. If the bidder withdraws the question, the Resident Engineer will not answer the question and the question will not be documented on the web site. If the bidder does not withdraw the question, the question will be answered, and both the question and answer will be posted on the web site. If the Resident Engineer agrees that a question warrants confidentiality, the Resident Engineer will answer the question, and keep both question and answer confidential. Weld County 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 Wednesday morning of bid opening week.

END OF SECTION
COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence work under the Contract as required in the "Notice to Proceed" letter and will complete all work on or before **October 31, 2018** unless the period for completion is extended otherwise by the County.

Salient features to be shown on the Contractor's Progress Schedule are:

- Construction Surveying
- Mobilization
- Clearing and Grubbing
- Excavation and Embankment
- Riprap Installation
- Trail Construction
- Topsoil
- Permanent Erosion Control Installations

Subsection 108.03 shall include the following:

The Contractor's progress schedule may be a Bar Chart Schedule, and shall be updated weekly. Failure to submit a reasonable schedule as required may result in the County withholding payment to the Contractor.

END OF SECTION
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:

Two Percent (2%) DBE participation

END OF SECTION
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 **Zero (0) hours**.

END SECTION
Technical Specifications related to construction materials and methods for the work required under this contract shall consist of the “Colorado Department of Transportation, Standard Specifications for Road and Bridge Construction” dated 2017. Where the Project Special Provisions and the CDOT Specifications contradict one another, the more stringent specification shall apply.

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

Subsection 101.10 “CDOT Resident Engineer” shall mean an employee designated as such by the Weld County Public Works Department.

Subsection 101.28: “Department” shall mean the Weld County Public Works Department.

Subsection 101.29: “Chief Engineer” shall mean the Weld County Public Works Director or designated representative.

Subsection 101.36: Holidays recognized by Weld County are:
- New Year’s Day
- Washington/Lincoln Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving
- Christmas

Subsection 101.37: “Inspector” shall mean an employee designated as such by the Weld County Public Works Department.

Subsection 101.48: “CDOT project personnel” shall mean personnel designated as such by the Weld County Public Works Department.

Subsection 101.51 “Project Engineer” shall mean an employee designated as such by the Weld County Public Works Department.

Subsection 101.58: “Region Transportation Director” shall mean Weld County Public Works Director or designated representative.

Subsection 101.65: Roadway prism defined as toe of slope to toe of slope.

Subsection 101.76: “State” shall mean Weld County.

All references to State, CDOT, and the Department of Transportation shall be defined as Weld County acting directly or through its duly authorized representative or agent.

END OF SECTION
REVISION OF SECTION 102
BIDDING REQUIREMENTS AND CONDITIONS

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

**Subsection 102.02 shall be revised as follows:**

In the first paragraph, delete “The Department will publish bidding opportunities to prospective bidders on the CDOT Business Center website.” and replace with “The Department will publish bidding opportunities to prospective bidders on the Weld County Purchasing website at [http://www.co.weld.co.us/Departments/Purchasing/index.html](http://www.co.weld.co.us/Departments/Purchasing/index.html) located under Current Request for Bids.

Delete the second paragraph and replace with:

“All bidders on the projects shall submit bids by one of the following methods:

**Bid Delivery to Weld County – 2 methods:**

1. **Email.** Emailed bids are preferred. Bids may be emailed to: bids@weldgov.com. Emailed bids must include the following statement on the email: “I hereby waive my right to a sealed bid”. An email confirmation will be sent when we receive your bid/proposal. If more than one copy of the bid is requested, you must submit/mail hard copies of the bid proposal.

2. **Mail or Hand Delivery.** Mailed (or hand delivered) bids should be sent in a sealed envelope with the bid title and bid number on it. Please address to: Weld County Purchasing Department, 1150 O Street, Room #107 Greeley, CO 80631.”

**Subsection 102.05 shall include the following:**

After the proposals have been opened, the low responsible bidder may obtain electronic sets of plans and special provisions at no cost from Weld County. Subcontractors and suppliers may obtain plans from the successful bidder.

**END OF SECTION**
Section 103 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 103.01 and replace with the following:

103.01 Consideration of Proposals. After the proposals (bids) are opened and read, they will be evaluated and the Contract awarded or rejected in accordance with the “Rules” referenced in subsection 102.01

The low responsible bidder shall submit a completed CONTRACTORS PERFORMANCE CAPABILITY STATEMENT, Form 605, and a completed ASSIGNMENT OF ANTITRUST CLAIMS, Form 621 to the Award Officer prior to 4:30 P.M. on the fifth calendar day after the bid opening.

Failure to submit the Forms 605 and 621 may result in the denial of award to the apparent low responsible bidder and forfeiture of the proposal guaranty.

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:

The Contractor and all subcontractors who are subject to Davis-Bacon Related Acts (DBRA) requirements shall submit all payrolls and Contractor Fringe Benefit Statements.

The Contractor and subcontractors shall submit a Contractor Fringe Benefit Statement, either for each individual, or for groups of people, for all employees who perform work on the project and whose wages are covered by the Davis-Bacon Related Acts. Other approved deductions shall be noted and supporting documentation shall be attached. If for any reason the fringe benefits are altered during the life of the contract, the Contractor, subcontractor, or both shall submit a revised Contractor Fringe Benefit Statement to accurately reflect the changes.
Section 104 of the Standard Specifications is hereby revised for this project as follows:

Delete Subsection 104.02(a) and replace as follows:

It is the County’s expectation to complete this project with no change orders resulting in additional cost unless such change orders are initiated by the County. Change orders for differing site conditions will be entertained by the County in the event of extraordinary circumstances. However, the County is under no obligation to approve said change orders. No cost change orders, reduction in cost change orders, and County initiated change orders may occur.

The Contractor shall not be entitled to a a change order for Differing Site Conditions. By way of example, Differing Site Conditions included but are not limited to:

1. Encountering groundwater.
2. Discovery of debris (buried or unburied within the ROW).
3. Existing asphalt thicknesses that are different than expected.
4. Lack of on-site appropriate strength materials.
5. Increased costs due to relocations of utilities and/or oil and gas facilities.
6. Increased costs due to ROW or easement acquisitions.
7. Discovery of septic systems, leach fields, or other ancillary wastewater infrastructure.
8. Discovery of unknown irrigation facilities, landscape irrigation systems, or water wells.
10. Unsuitable materials excavation.
11. High water levels in the river due to stormwater runoff or snowmelt. The Contractor shall be expected to manage the risks associated with flows in the river in order to meet the project completion date.

During the progress of work, if extraordinary conditions are discovered the party discovering such conditions shall promptly notify the other party in writing of the specific conditions before the site is disturbed and the affected work is performed. The Contractor shall bear the burden of proving that a Differing Site Condition is an extraordinary circumstance, and that it could not reasonably worked around the condition to avoid additional costs. Each request for a change order relating to a differing site condition shall be accompanied by a statement signed by a qualified professions setting forth all relevant assumptions made by the Contractor with respect to the condition of the Site, justifying the basis for such assumptions, explaining exactly how the existing conditions are eligible for a change order under the terms of the Contract, and stating the efforts undertaken by the Contractor to find alternative design or construction solutions to eliminate or minimize the problem and the associated costs.

Upon written notifications, the Engineer will investigate the conditions, and determine if an extraordinary condition exists that will cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding anticipated profits will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Contract is warranted. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

Subsection 104.02(c) shall be revised as follows:

(1) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction,
2
REVISION OF SECTION 104
SCOPE OF WORK

(2) When a major item of work is increased in excess of 150 percent or decreased below 50 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 150 percent of original contract item quantity, or in case of a decrease below 50 percent, to the actual amount of work performed. A major item is defined to be any item having an original contract value in excess of 10 percent of the original contract amount.

Subsection 104.05 the provisions regarding rights in and use of Materials found on the Work are replaced with the following:

The Contractor shall not excavate or remove any Material from within the project site, which is not within the grading limits, as indicated by the slope and grade lines, without authorization from the Inspector.

Subsection 104.06 shall be revised to include the following:

Any excess soil materials generated from excavation shall become the property of the Contractor and shall be hauled to a disposal site approved by the Weld County Inspector. Backfill areas shall be graded such that the final grades are similar to the final grades as described in the Contract Drawings, unless otherwise directed by the Engineer.

The Contractor shall be responsible for removing all construction debris and trash from the jobsite on a daily basis. Any construction debris and trash which may be washed away shall be located, removed, and disposed of away from the site at a certified landfill location.

Any petroleum products accidentally spilled or leaked shall be cleaned up and disposed of immediately. The Contractor shall be held liable for any damages resulting from the spillage or leakage of any hazardous materials channel.

Subsection 104.07 paragraph 4, starting with "Net cost savings ...") shall be revised as follows:

Net cost savings on Value Engineering Cost Proposal (VECPs) shall be split equally (50/50) between the Contractor and Weld County. VECPs shall be submitted prior to the start of construction activities relating to the VECP.

Subsection 104.07(d)(2) shall be removed and replaced as follows:

2. For all VECPs, the incentive payment shall be calculated as follows:

\[
\text{(gross cost of deleted work) - (gross cost of added work) = (gross savings)}
\]

\[
\text{(gross savings) - (Contractor’s engineering costs) - (Weld County’s engineering costs) = (net savings)}
\]

Contractor’s total incentive = (net savings)/2

Lost opportunity shall not be considered part of the calculations. The Contractor’s engineering costs will be reimbursable only for outside consultant costs that are verified by certified billings. Weld County’s engineering costs shall be actual consultant costs billed to Weld County and extraordinary in-house personnel labor costs. These labor costs will be calculated at the fixed amount of $100.00 per hour per employee. Project personnel assigned to the field office or who work on the project on a regular basis shall not be included in Weld County’s portion of the costs.

END OF SECTION
Section 105 of the Standard Specifications is hereby revised for the project as follows:

**Subsection 105.01 the provisions regarding Authority of the Engineer shall include the following:**

Weld County has the authority by written order to suspend the Work wholly or in part for the reasons delineated in the Contract Documents.

All employees shall have the skill and experience and any licenses or certifications required to perform the Work assigned to them. If the County determines in its sole discretion that any Person employed by the Contractor or by any Subcontractor is not performing the Work properly and skillfully, then, at the written request of the County, the Contractor or such Subcontractor shall remove such Person and such Person shall not be re-employed on the Project without the prior written approval of the County. If the Contractor or the Subcontractor fails to remove such Person(s) or fails to furnish skilled and experienced personnel for the proper performance of the Work, then the County may, in its sole discretion, suspend the affected portion of the Work by delivery of written notice of such suspension to the Contractor. Such suspension shall in no way relieve the Contractor of any obligation contained in the Contract Documents or entitle the Contractor to a Change Order.

Weld County in its sole discretion may require the Contractor to replace project management staff (Project Manager, Superintendent, Project Engineer, etc.) for any reason. This will also apply to all of the Contractor’s subcontractors. At the written request of the County, the Contractor or such Subcontractor shall remove such Person and such Person shall not be re-employed on the Project without the prior written approval of the County. If the Contractor or the Subcontractor fails to remove such Person(s), then the County may, in its sole discretion, suspend the affected portion of the Work by delivery of written notice of such suspension to the Contractor. Such suspension shall in no way relieve the Contractor of any obligation contained in the Contract Documents or entitle the Contractor to a Change Order.

**Subsection 105.02 the provisions regarding Plans, Shop Drawings, Working Drawings, other Submittals and Construction Drawings shall include the following:**

Provisions regarding plans, shop drawings, working drawings and construction documents are set forth in the Contract Documents.

**Subsection 105.03 the provisions regarding conformity to the Contract are revised as follows:**

When the Engineer or Weld County finds the Materials furnished, Work performed, or the finished product are not in conformity with the Contract Documents, and Weld County determines, in his sole discretion, that it has resulted in an inferior or unsatisfactory product, the Work or Materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

Materials will be sampled and tested by the Contractor in accordance with the sampling and testing schedules and procedures contained in the Contract Documents. The quantity represented by five consecutive random samples will constitute a lot whenever production schedules and Material continuity permit. The Engineer may establish a lot consisting of the quantity represented by any number of consecutive random samples from one to seven inclusive when it is necessary to represent short production runs, significant Material changes, or other unusual characteristics of the Work. Tests that are determined to have sampling or testing errors will not be used.

The Contractor will not have the option of accepting a price reduction in lieu of producing Material that complies with the Contract Documents. Continued production of nonconforming Material will not be permitted. Material, which is obviously defective, may be isolated and rejected by Weld County without regard to sampling sequence or location within a lot. Rejected material shall be removed at the Contractor’s expense.
2

REVISION OF SECTION 105
CONTROL OF WORK

Subsection 105.03 the two paragraphs and the Multiplier for Price Reductions for Miscellaneous Items table following the TABLE OF PRICE REDUCTION FACTORS and starting with “If P is less ...” shall be deleted and replaced as follows:

If P is a negative number quantity, the material will be accepted as being in conformity. In cases where one or more elements show a positive P value, such positive values will be added and the resulting sum will be used to determine the total P value. If the total P value is between 0 (zero) and 25, the Engineer may require correction or may accept the material at a reduced price. If P is greater than 25, the Engineer may: (1) require complete removal and replacement with specification material at no additional cost to the Department; (2) require corrective action to bring the material into conformity at no additional cost to the Department; or (3) where the finished product is found to be capable of performing the intended purpose and the value of the finished product is not affected, permit the Contractor to leave the material in place with an appropriate price reduction to be based on engineering evaluation but not to be less than that which have occurred had a reduction been made where P=25.

If the P for aggregate gradation for items 206, 304, or the gradation of hydrated lime for item 403 is 0 (zero) or greater the reduction will apply to the contract price multiplied by the Multipliers (M) listed in the following table:

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Element</th>
<th>Multiplier (M)</th>
</tr>
</thead>
<tbody>
<tr>
<td>206</td>
<td>Structural Backfill</td>
<td>Gradation</td>
<td>4.0</td>
</tr>
<tr>
<td>304</td>
<td>Aggregate Base Course</td>
<td>Gradation</td>
<td>4.0</td>
</tr>
<tr>
<td>403</td>
<td>Hot Mix Asphalt</td>
<td>Hydrated Lime Gradation</td>
<td>4.0</td>
</tr>
</tbody>
</table>

Subsection 105.07(b)(3) shall be revised as follows: Delete the last sentence of the tenth paragraph and replace with the following:

“Within 24 hours after each profile is collected, the Contractor shall submit the data electronically to the Project Engineer and Project Inspector.”

Subsection 105.08(a)(3) shall be revised as follows: Delete the third sentence and replace with the following:

“The Contractor shall submit the data electronically to the Project Engineer and Project Inspector.”

Subsection 105.09 shall be revised as follows: Delete subsections 105.09 (and replace with the following:

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

In the event of a discrepancy, the order of precedence is as follows:

(a) Contract Documents including Exhibits, Addenda, and Appendices

(b) Special Provisions
   i. Weld County Project Special Provisions
   ii. Weld County Standard Special Provisions
   iii. CDOT Project Special Provisions
   iv. CDOT Standard Special Provisions

(c) CDOT Standard Specifications
(d) Plans
   i. Detailed Plans
   ii. Standard Plans
   iii. Calculated dimensions will govern over scaled dimensions

Notwithstanding the foregoing, in the event of conflicting requirements involving any requirement within the Contract Documents, the County shall have the right to determine, in its sole discretion, which requirement(s) apply. The Contractor shall request the County’s determination respecting the order of precedence among conflicting provisions promptly upon becoming aware of any such conflict.

The Contractor shall not take advantage of any apparent error or omission in the Contract. Should it appear that the work to be done or any matter relative thereto is not sufficiently detailed or explained in the Contract Documents, the Contractor shall immediately notify the Project Manager in writing for further written explanations as may be necessary and shall conform to the explanation provided. The Contractor shall promptly notify the Project Manager of all error which it may discover in the Contract Documents, and shall obtain specific instructions in writing regarding any such error before proceeding with the work affected thereby. The Project Manager will make corrections and interpretations as necessary to fulfill the intent of the Contract.

The fact that the Contract Documents omit or mis-describe any details of any work which is necessary to carry out the intent of the Contract Documents, that are customarily performed under similar circumstances, shall not relieve the Contractor from performing such omitted work or mis-described details of the work, and they shall be performed as if fully and correctly set forth and described in the Contract Documents, without entitlement to a change order except as specifically allowed.

Subsection 105.22 shall be revised as follows:

The Colorado Department of Transportation (CDOT) will not participate in the resolution process for any claims filed by the Contractor. Weld County will be the responsible party to such claims.

Subsection 105.24 is amended as follows:

Delete all references to CDOT and replace with Weld County.

Delete: The venue for all unresolved disputes with an aggregate value $25,000 or less shall be the County Court for the City and County of Denver.

Replace with: The venue for all unresolved disputes with an aggregate value $25,000 or less shall be the County Court for Weld County.

Subsection 105.24(c) is amended as follows:

Delete: Division of Audit, 4201 E. Arkansas Ave, Denver, Co. 80222

Replace with: Weld County Board of Commissioners, 1150 O Street, Greeley, Co. 80632

Subsection 105.24(f) is amended as follows:

In the third paragraph delete “the City and County of Denver”. Replace with: “Weld County”

In the fourth paragraph delete “Denver District Court”. Replace with: “Weld County District Court”

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

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

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

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

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

END OF SECTION
Section 107 of the Standard Specifications is hereby revised for the project as follows:

Subsection 107.01 shall include the following after the first paragraph:

Failure to comply with all contractual obligations may lead to the suspension, debarment or both of the Contractor as stipulated in the “Rules”.

Subsection 107.06 shall be revised to include the following:

The Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Rules and Regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA) and as amended).

All facilities and work conditions shall comply with the Colorado and Local Health Department Regulations and with OSHA requirements.

Subsection 107.15 shall be revised to include the following:

For this project, the insurance certificates shall name Weld County (Weld) and CDOT as additionally insured parties.

Subsection 107.17 shall be revised to include the following before the first paragraph:

The Contractor shall assess and understand the risk of working within a waterway. Such risks include but are not limited to: floods, high groundwater, and fluctuation in flows. The Contractor shall be responsible for constructing and maintaining all temporary facilities within the waterway such as cofferdams and diversion of channel flows. Such work shall be subsidiary to other items of work.

Subsection 107.17 – Delete the third paragraph beginning with “Loss, injury, or damage to the work…” and replace with the following:

Loss, injury, or damage to the work due to unforeseeable causes beyond the control of and without fault or negligence of the Contractor, including but not restricted to acts of God, such as flood, earthquake, tornado, or other cataclysmic phenomenon or nature shall be restored by the Contractor at no cost to the County.

Subsection 107.19 shall be revised to include the following:

The Contractor shall be required to obtain permission to conduct any work, store materials or stockpiles, or park any construction equipment or vehicles on private property. The Contractor shall conduct their work within the right-of-way and easement boundaries shown on the Contract Drawings. If working in the County right-of-way, the Contractor shall obtain a right-of-way permit from the Public Works Right-of-Way Permitting Technician, 970-304-6496.

The Contractor’s attention is directed to this subsection:

Subsection 107.25 shall be revised to include the following prior to the first sentence:

The requirements as called out in this subsection will be strictly enforced.

Subsection 107.25(c) shall include the following:

The Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP) shall be obtained by the Contractor. The Contractor shall be responsible for complying with the applicable requirements of this permit. Per
107.25(d)(2), should any fines be levied by CDPHE, the Contractor shall be responsible for all such fines. The Contractor shall provide an Erosion Control Supervisor (ECS) for this project.

Delete Subsection 107.25(c)(1), Paragraph 5 and replace with the following:

The Engineer will coordinate with the County to perform regular inspections of the corrective work. The completed action items associated with the corrective work shall be shown as completed on the Punch List. Upon completion of all items shown, the Contractor shall submit the completed Punch List to the Engineer for review. Upon written approval of the Punch List, the Contractor shall submit the “Application for Transfer of Ownership for All Permits, Certifications, and Authorizations” to the CDPHE requesting transfer of ownership of the CDPS-SCP to Weld County Public Works.

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

**Subsection 108.01 shall include the following:**

Failure to comply with all contractual obligations may lead to the suspension, debarment, or both of the subcontractor, and if necessary, the Contractor as stipulated in the “Rules”.

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:

The Contractor and all subcontractors who are subject to Davis-Bacon Related Acts (DBRA) requirements, shall submit all payrolls and Contractor Fringe Benefit Statements.

The Contractor and subcontractors shall submit a Contractor Fringe Benefit Statement, either for each individual, or for groups of people, for all employees who perform work on the project and whose wages are covered by the Davis-Bacon Related Acts. Other approved deductions shall be noted, and supporting documentation shall be provided. If for any reason the fringe benefits are altered during the life of the contract, the Contractor, subcontractor, or both shall submit a revised Contractor Fringe Benefit Statement to accurately reflect the changes.

Each construction subcontractor shall submit their payrolls for approval by the Contractor. In the event that the Contractor or the sub-contractors do not submit properly completed payrolls, Weld County shall withhold any pay applications until all payrolls have been properly submitted and accepted.

**CDOT will approve or reject weekly payrolls for the Contractor.**

**Subsection 108.03(b) shall include the following after the first paragraph:**

The Bar Chart or Initial Schedule shall be submitted at least 10 working days prior to the start of the work. The Engineer’s review of the Schedule will not exceed two working days. Work shall not begin until the Schedule is accepted in writing, unless otherwise approved by the Engineer.

**Delete the second paragraph starting with “The Contractor shall not carry on construction…” in subsection 108.08 and replace with the following:**

The Contractor shall not carry on construction operations on Saturdays, Sundays, or holidays unless previously arranged and approved by the Project Manager and Inspector Supervisor. The Contractor shall not perform construction operations on any three or four-day holiday weekend without prior written approval. Requests for weekend construction operations shall be presented in writing to the Project Manager and Inspector Supervisor no later than Wednesday at 5 p.m. prior to the weekend in which the work will be performed. Written requests received after the deadline will be reviewed on a case by case basis. The Project Manager and Inspector Supervisor are not required to provide written approval for weekend inspectable construction operations requests.

In the event, the weekend construction operations involve inspectable work (operations requiring a construction inspector), the Contractor shall provide a credit on the next pay application to the County. The amount credited shall be $200.00 for the first 4 hours and $50.00 per hour per day thereafter for each Inspector required to perform inspections on the inspectable work.

Construction operations shall stop at 5 p.m. the day before the start of the holiday weekend. Construction operations may resume after the holiday weekend has passed. The Contractor shall only make emergency repairs and provide proper protection of the work and the traveling public on the holiday weekend days.
Delete subsection 108.08(a)(2), and replace with the following:

Calendar Day Contract. When the work is on a calendar day basis, one calendar day of contract time will be assessed for each calendar day from the date that Contract time starts. Calendar Day Contracts have been adjusted prior to bid advertisement to account for no work on Saturdays, Sundays, and holidays by increasing the calendar days by the appropriate number of days. As stated in subsection 108.08, no inspectable construction operations shall occur on Saturdays, Sundays, and holidays unless prior approval has been granted. No weather days or less than full time charges days will be granted in this contract.

Delete subsection 108.08(b), and replace with the following:

When the Contract specifies a completion date, all work under the Contract shall be completed on or before the date specified. As stated in subsection 108.08, no inspectable construction operations shall occur on Saturdays, Sundays, and holidays unless prior approval has been granted. No extension of the completion date will be allowed for inclement weather, foreseeable causes, or conditions under the control of the Contractor. If all work under the Contract is not completed on or before the specified completion date, contract time will be assessed for each additional calendar day in accordance with subsection 108.8(a)(2).

Completion Date Contracts have been adjusted prior to bid advertisement to account for Saturdays, Sundays, and holidays by adjusting the completion date by the appropriate number of days. No weather days shall be given.

Subsection 108.09 shall include the following after the first paragraph:

This section shall apply to the entire project completion date.

This project has grant deadlines associated with it. Upon issuance of the Notice of Final Acceptance, the Contractor shall submit all required paperwork required to close out the project within 20 days. Failure to provide the required paperwork will result in the assessment of liquidated damages as outlined below.

In subsection 108.09 delete the schedule of liquidated damages and replace with the following:

<table>
<thead>
<tr>
<th>Original Contract Amount ($)</th>
<th>Liquidated Damages per Calendar Day ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>From More Than</td>
<td>To and Including</td>
</tr>
<tr>
<td>0</td>
<td>150,000</td>
</tr>
<tr>
<td>150,000</td>
<td>500,000</td>
</tr>
<tr>
<td>500,000</td>
<td>1,000,000</td>
</tr>
<tr>
<td>1,000,000</td>
<td>2,000,000</td>
</tr>
<tr>
<td>2,000,000</td>
<td>4,000,000</td>
</tr>
<tr>
<td>4,000,000</td>
<td>10,000,000</td>
</tr>
<tr>
<td>10,000,000</td>
<td>-----------</td>
</tr>
</tbody>
</table>

END OF SECTION
1
REVISION OF SECTION 109
MEASUREMENT AND PAYMENT

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

**In subsection 109.01 add the following paragraph after the 17th paragraph:**

All materials (304 - Class 6 Base Course, 403 HMA, etc.) delivered to the project site that have been weighed by a certified scale, will be issued tickets by the source certified weigh master. These tickets will be collected and compiled by a representative of the Contractor at the projects placement site. Tickets will be made available for inspection during placement to the Engineer or Inspector at all times. The Contractor will submit, in an envelope, within 48 hours of material placement, the following:

- Truck Tare List
- Original Scale Tickets
- Weld County Materials Quantity Reconciliation Sheet, signed by Contractor's representative

Material quantity discrepancies, such as waste or rejected loads will be tracked on the reconciliation sheet submitted by the contractor. Contractor will be made aware of any discrepancy immediately by the inspector.

Ticket package will be submitted to the inspector or engineer within 48 hours of placement. For material quantity submittals beyond this 48 hours, a price reduction on the material in question will occur as follows:

<table>
<thead>
<tr>
<th>Time Duration</th>
<th>Price Reduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than 24 hours</td>
<td>2%</td>
</tr>
<tr>
<td>25 - 48 hours</td>
<td>5%</td>
</tr>
<tr>
<td>48 hours to 72 hours</td>
<td>25%</td>
</tr>
<tr>
<td>Greater than 72 hours</td>
<td>100%</td>
</tr>
</tbody>
</table>

**In Subsection 109.01 after the last paragraph add the following:**

The following work will not be measured and paid for separately but shall be included in applicable unit prices for which the work is required. The list below is not all-inclusive and there may be other items which are considered incidental to the project:

1. Earthwork requiring more than one handling
2. New materials (if required) for resetting fences
3. Fine grading
4. Fertilizer
5. Staging areas
6. Additional temporary construction easements if desired by the Contractor
7. Coordination with utility companies
8. All water

**Subsection 109.06(a) – Delete the second sentence beginning with “The amount retained……”, and replace with the following:**

The amount retained will be 5% of the value of the completed work, to a maximum of 5% of the contract amount. No retainage shall be released prior to Final Acceptance.

**Subsection 109.06 (e) shall include the following after the first paragraph:**
REVISION OF SECTION 109
MEASUREMENT AND PAYMENT

The Contractor shall submit the Form 1418, Monthly Payment Report, along with the project schedule updates, in accordance with subsections 108.03 (b) or 108.03 (c)(3). Failure to submit a complete and accurate Form 1418 shall be grounds for County to withhold subsequent payments or retainage to the Contractor.

In Subsection 109.07 – Delete and replace with the following:

Partial monthly payments to the Contractor for completed work will include payment only for materials actually incorporated in the work unless otherwise approved by the Engineer.

END OF SECTION
Section 201 of the Standard Specifications is hereby revised for this project as follows:

**Subsection 201.02 shall be revised to include the following:**

This work shall include removal and disposal of tree stumps, bushes, roots, sod, and any other vegetation or organics that interferes with the work.

This work shall include removal and disposal of all minor items for which there is no specific “removal bid item”, including but not limited to wooden posts, metal posts, fence posts, concrete and metal drainage items. Also included in this bid item is the removal of the following items:

This work shall include removal of:

1. All trash, glass, cans, barrels, construction materials, and any other non-organic materials that interferes with the work.
2. All foundations, pavements, utility poles, fences, underground utilities, and other deleterious materials.
3. Sediment from existing pipes.
4. Delineators.
5. Gravel from access roads, and
6. Trees smaller than 24” DBH. Trees and shrubs designated to be removed shall include the entire root ball and all roots larger than ½” diameter.

Any dump fees or other fees associated with Clearing and Grubbing shall be considered subsidiary to this bid item.

Clearing and grubbing shall extend throughout temporary construction easement where materials exist that interfere with the work. Care shall be taken to prevent damage to items designated by the Engineer to remain or be reset after construction, including but not limited to the electric fence as shown on the Plans. Care shall be taken to preserve trees on the river bank where feasible.

**Subsection 201.04 shall be revised as follows:**

The accepted quantities of clearing and grubbing will be paid for at the contract unit prices as follows:

(a) **Area Basis.** The quantities will be paid for at the contract unit price bid per acre for each pay item that appears in the bid schedule.

(b) **Exclusions:** When the bid schedule does not contain an estimated quantity or a lump sum item for clearing and grubbing, the work will not be paid for separately, but shall be included in the work.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clearing and Grubbing</td>
<td>Acre</td>
</tr>
</tbody>
</table>

END OF SECTION
Section 202 of the Standard Specifications is hereby revised for the project as follows:

In subsection 202.01, add the following:

This work includes saw-cutting, removal, and disposal of existing concrete trail as shown on the plans or at locations directed by the Engineer or Inspector. This work also includes the removal of the trail debris which has fallen into the river.

Concrete Trail Removal. This item shall include the saw cutting, removal and disposal of existing concrete and any unsuitable material. The concrete shall be saw cut (full-depth) to provide a clean, straight edge free from spalls or other irregularities. The Contractor shall utilize properly sized equipment during the removal operations to minimize disturbed areas. The County shall clearly mark the removal limits; any area outside the removal limits which is damaged by the Contractor’s operations shall be repaired at no additional cost to the project. Removal and disposal of existing concrete and any unsuitable material shall be completed with properly sized equipment to minimize disturbed areas. Any damage to the adjacent landscaping, street or sidewalk due to negligence by the Contractor, will be repaired to the satisfaction of the Inspector at no additional cost to the project.

In subsection 202.02, add the following:

Certain portions of the existing concrete shall be saw-cut and removed. The work associated with saw-cutting shall not be measured separately and shall be considered subsidiary to the removal bid items. The costs associated with loading, hauling, and dumping the concrete and asphalt and other removal items shall be considered subsidiary to the removal bid items.

Subsection 202.03, will be revised as follows:

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Removal of Concrete Trail</td>
<td>Square Yards</td>
</tr>
</tbody>
</table>

END OF SECTION
Section 203 of the Standard Specifications is hereby revised for the project as follows:

Subsection 203.02 shall be revised as follows:

(a) Unclassified Excavation. Unclassified excavation shall consist of the excavation of all materials of whatever character required for the work, obtained within the temporary construction easement as shown on the plans, including surface boulders and excavation for ditches and channels that is not removed under some other item. Any excess soil materials generated from excavation shall become the property of the Contractor and shall be hauled out of the project site and disposed of at a disposal site approved by the Weld County Inspector.

Unclassified Excavation (Complete in Place): Complete-in-place excavation shall consist of the excavation of all materials of whatever character required for the work, obtained within the temporary construction easement as shown on the plans, including surface boulders and excavation for ditches and channels that is not removed under some other item. Complete-in-place excavation material must meet the requirements of Subsection 203.03 to be approved for embankment material. Approved in-place excavation material shall be placed in embankments per the Plans and Specifications.

Delete Subsection 203.02(c) and replace with the following:

(c) Removal of Unsuitable Material. The removal of unsuitable material shall only be completed as directed by the County and shall be considered muck excavation. The replacement material for areas of muck excavation shall meet the requirements of Embankment with a minimum R-value of 20, Asphalt Pavement Millings, Aggregate Base Course (Class 6), and/or Geotextile (Reinforcement).

Subsection 203.03 – Replace all references to CDOT’s Regional and Central Labs with Weld County Lab.

Subsection 203.03 shall be revised as follows:

All embankment material shall consist of material that has been obtained from required excavation or from an approved source. The embankment material shall have a minimum R-value of 40. The Contractor shall not obtain embankment material, other than that developed from suitable materials excavated on site, or from an approved borrow source without written approval of the Project Inspector. Material excavated at the project site may be used if approved by Weld County Inspector or Engineer. Imported embankment from an approved borrow source which is being delivered to the jobsite shall be field-verified by the Project Inspector during the delivery process.

In Subsection 203.06 delete the 4th paragraph and replace with the following:

The cleared surface shall be completely broken up by plowing or scarifying to a minimum depth of 8 inches or as specified in the contract, the moisture content increased or decreased as necessary, and compacted to the specified embankment density for the material type present.
In subsection 203.07 add the following:

The Project Inspector has the authority to order that certain material be placed within the embankment slopes. Unsuitable excavation materials produced from muck excavation shall not be used for embankment and shall be hauled off the jobsite. Topsoil which has been stripped and stockpiled shall be placed on the top of embankment slopes.

In subsection 203.08 Proof-rolling, delete the third paragraph and replace with the following:

The proof roller shall be operated in a systematic manner so that a record may be readily kept of the area tested and the working time required for the testing. Repair to the satisfaction of Engineer, areas that are observed to have soft spots in the subgrade or where deflection is not uniform or is deemed excessive as determined by the Engineer. The repair may involve muck excavation, geogrid reinforcement, replacement of excavated materials, or other methods as directed by the Engineer. After replacement and re-compaction, these areas may be proof rolled again if deemed necessary by the Engineer. The surface shall be maintained in a smooth condition, free from undulations and ruts, until other work is placed thereon or the work is accepted.

After the subgrade has been stabilized, the Contractor shall perform proof rolling in accordance with subsection 203.08. Final proof rolling will take place a maximum of two days after all mechanical stabilization or unbound aggregate work has been completed, unless otherwise approved by the Engineer. Final proof rolling will take place a minimum of two days after all lime or other chemical stabilization work has been completed, unless otherwise approved by the Engineer.

Add the following paragraph as subsection 203.08(a) Finishing:

The finished surface shall be smooth and uniform conforming to the typical sections. Variation from the stabilized subgrade plan elevations shall not exceed 0.04 feet. All irregularities, depressions, or weak spots, which develop, shall be corrected at the Contractor's expense. The surface shall be maintained in a smooth condition, free from undulations and ruts until other work is placed thereon or the work is accepted. No separate payment will be made for areas of unsuitable material excavation, geogrid reinforcement, or replacement of excavated materials.

Subsection 203.11 shall be revised to include the following:

The quantities for Unclassified Excavation, Unclassified Excavation (Complete in Place), and Embankment (Complete in Place) will not be measured, but will be the quantity designated in the Contract, unless field changes are ordered. If field changes are ordered, the quantities will be calculated using the revised dimensions and the additional volume of material shall be approved in writing by the Project Inspector prior to beginning the work. No allowances shall be made for shrinkage, swell, subsidence due to compaction of the existing ground or any other losses.

Subsection 203.12 shall be revised to include the following:

Payment for Unclassified Excavation, Unclassified Excavation (Complete in Place), and Embankment (Complete in Place) shall be full compensation for all work necessary to complete the earthwork to the lines and grades shown on the Plans. This includes but is not limited to scarification, wetting and drying of soils to obtain optimum moisture content, compaction, testing, and hauling and disposal of excess or unsuitable materials off the jobsite.
### REVISION OF SECTION 203
#### EXCAVATION AND EMBANKMENT

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unclassified Excavation</td>
<td>Cubic Yard (CY)</td>
</tr>
<tr>
<td>Unclassified Excavation (Complete in Place)</td>
<td>Cubic Yard (CY)</td>
</tr>
<tr>
<td>Embankment Material (Complete in Place)</td>
<td>Cubic Yard (CY)</td>
</tr>
</tbody>
</table>

**END OF SECTION**
Section 203 of the Standard Specifications is hereby revised for the project as follows:

**Section 207.01 is hereby revised as follows:**

This work consists of removing existing on-site topsoil material, stockpiling the existing topsoil material and redistributing the existing topsoil material onto the disturbed areas per the Plans. Topsoil shall be placed on the re-graded bank slope at a minimum depth of twelve (12) inches as shown on the Plans. Topsoil shall be placed onto disturbed areas outside of the bank slope at a minimum depth of four (4) inches as shown on the Plans. The topsoil material shall be evenly distributed on disturbed areas throughout the project limits per the Plans or as directed by the Engineer. Any excess topsoil generated from this project shall become the property of the Contractor and shall be hauled off the Project.

**Subsection 207.02(a) shall be added:**

The source of topsoil for this project is undesignated. If topsoil cannot be salvaged from the project site it may be imported. Imported topsoil shall be approved by the County before use. The Contractor shall submit a 1-pound sample of the product four (4) weeks before its use on the project site for the County’s approval. A Certificate of Compliance shall be provided to the County to verify the organic matter content, pH and carbon matter to nitrogen ratio. Soil tests shall be method of Soil Analysis used at the Colorado State University Soil Testing Laboratory.

The topsoil shall have an acidic reaction of 6.0 to 7.5 pH and shall contain between 1 and 4 percent well composted organic matter. Any organic amendments shall include the following:

An organic product containing a mixture of well-rotted/composted cow or sheep manure and or composted aspen humus or wood residue or approved equal (sphagnum or native mountain peat is not acceptable). Organic product that has been aerobically and naturally processed in such a manner as to maintain a consistent temperature of 140 degrees Fahrenheit 60 degrees Celsius or greater for a period of time that is long enough to accomplish the following specifications:

1. The windrows of composted organic amendment (cow or sheep manure) must be composted for 70 to 90 days. Certification must be provided to prove the product has gone through this process.
2. Eradicate harmful pathogens including coliform bacteria.
3. Free from noxious weeds or their seeds or any plant, root or seeds that would be toxic or harmful to growth.
4. Create a carbon to nitrogen ratio of no less than 15/1 to 25/1.
5. Contain no solid particle greater than 13 mm ½” in diameter.
6. Have a non-offensive smell like fresh turned soil.
7. Contain no significant level of dirt or soil and contain a maximum of 30% composted wood residue (pine or aspen wood) (saw dust is unacceptable).
8. The pH after composting shall be between 5.0 and 7.5 with an organic matter content of not less than 30%.
9. Soluble salts shall not be greater than 3mmhos/cm.

Topsoil shall contain the following minimum ammonium DTPA (chelate) extractable nutrients (this is the extracting solution used by CSU Soil Testing Laboratory):
Topsoil shall not include any minerals or elements detrimental to plant growth. Soluble salts measured in saturation extract shall be less than 3 mmhos/cm.

Section 207.03 shall include the following:

Topsoil shall be evenly distributed evenly over disturbed areas and compacted to approximately 85% of maximum density for vegetation establishment and within two (2) percentage points of optimum moisture content per ASTM D698. Topsoil shall be added to any areas that settle.

Section 207.04 is hereby revised as follows:

The addition of manure or soil amendments needed to bring the topsoil into conformance with the specifications will not be measured and paid for separately, but shall be included in the work. Stockpile topsoil activities shall be included in the price of the work. Soil analysis shall not be paid for separately, but shall be included in the cost of the work.

Topsoil will not be re-measured, but payment shall be based on the quantity identified in the bid tabulation, unless the quantity of Topsoil is significantly changed during construction by an approved Change Order. Loading and hauling to redistribute stockpiled topsoil uniformly throughout the project limits shall not be measured and paid for separately, but shall be included in the work.

Section 207.05 is hereby revised as follows:

The contract unit price for topsoil shall be full compensation for all work necessary to complete the item including removing existing on-site topsoil material, stockpiling the existing topsoil material, haul, and redistributing the existing topsoil material onto the re-graded slopes.

Payment for Topsoil shall include imported Topsoil and Topsoil salvaged from the roadways and placed in stockpiles or windrows, and subsequently placed upon completed cut and fills slopes. Salvaged Topsoil shall meet the requirements of this specification. All materials and work required to amend salvaged Topsoil so that it meets the requirements of Section 207 shall be included in the unit price bid for Topsoil. All work required for Topsoil shall be included in the unit price bid.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Topsoil</td>
<td>Cubic Yard (CY)</td>
</tr>
</tbody>
</table>
Section 208 of the Standard Specifications is hereby revised for this project as follows:

Subsection 208.01 – Add the following language to this paragraph:

The Contractor shall serve as the Erosion Control Management (ECM) and Stormwater Management Plan (SWMP) Administrator during the construction of the project. The project will disturb more than one acre of ground and therefore the Contractor shall obtain a Colorado Stormwater Discharge Permit. If pumping to dewater is required during the construction, the Contractor will be required to obtain a Construction Dewatering Permit from the State. The Contractor shall be required to install the Best Management Practices (BMP’s) necessary to prevent or minimize erosion, sedimentation, and pollution of any State waters as defined in subsection 107.25, including wetlands. Payment for erosion control items shall be based on the quantity identified in the bid tabulation. When the Engineer requests specific BMP’s to be installed, the Contractor shall make immediate arrangements, and shall commence installation of the requested BMP’s within 48 hours of notification. Upon completion of construction, the Town of Windsor shall serve as the ECM and SWMP Administrator. The Contractor shall ensure the Colorado Stormwater Discharge Permit is transferred to the Town of Windsor prior to Final Acceptance.

The Contractor shall take the responsibility to establish the staging area(s) for the project. The Contractor shall provide erosion and sediment control for all staging areas and shall be responsible for revegetation of all staging areas. The Contractor shall also provide erosion and sediment control for all areas where vehicle tracking occurs and shall be responsible for revegetation of all tracked areas. All costs and work associated with the stabilized construction areas shall be considered subsidiary to the Mobilization bid item.

Subsection 208.04(e)(4) shall include the following:

If necessary, the Contractor may request in writing a longer timeframe than 48 hours to begin permanent stabilization after topsoil placement, soil conditioning, or combination thereof. In the event the Engineer approves a longer timeframe, the disturbed area that has had topsoil placed shall be protected using the appropriate BMPs. The additional BMPs shall be incidental to the project and shall not be paid separately.

Subsection 208.11 shall include the following:

All BMPs measured by the linear foot shall be determined along the centerline of the BMP. Measured length will not include required overlap. All BMPs measured by the square yard shall not include the required overlap.

Subsection 208.12 is hereby revised as follows:

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sweeping</td>
<td>HR</td>
</tr>
<tr>
<td>Erosion Log (12 inch)</td>
<td>LF</td>
</tr>
<tr>
<td>Concrete Washout Structure</td>
<td>EACH</td>
</tr>
<tr>
<td>Erosion Control Management</td>
<td>DAY</td>
</tr>
<tr>
<td>Silt Fence (Reinforced)</td>
<td>LF</td>
</tr>
</tbody>
</table>

END OF SECTION
Section 210 of the Standard Specifications is hereby revised for this project as follows:

Subsection 210.01 is hereby revised to include the following:

Work in this section will include removal and reset of the existing electric fence as shown on the Plans.

Subsection 210.02 is hereby revised to include the following paragraphs:

Fence shall be reinstalled per the direction of the Project Engineer, as close to the original position as possible. All posts shall be set 2’ deep minimum, with a minimum of 4” clear around post to edge of hole, and in concrete (where applicable) a minimum of 12” deep with the bottom 6” being compacted soil and the top 6” soil placed after the concrete has cured a minimum of 3 days. Post spacing shall match the existing posts spacing but not to exceed 16’ on center from post to post or per direction of the Engineer. Post height shall match the existing posts or per the Engineer. Fence wires shall match the existing or per the direction of the Engineer. Connection of the fence material to the post shall match the existing or better. When repairing a partial section of fence or gate or entire fence the Contractor will match the existing fence as close as possible including but not limited to material, height, width, natural color, paint color, post type and height. The Contractor shall be responsible for all maintenance of the fence until the Notice of Construction Acceptance has been issued. All Landscape Maintenance shall be considered subsidiary to the project no separate payment will be made. Coordination with the landowner will be required.

Subsection 210.12 is hereby revised to include the following paragraphs:

Work to reset fence will be measured as a lump sum to complete all work related to restoring the existing electric fence as close as possible to the original location and condition, including but not limited to: material, height, width, natural color, paint color, post type and height. Coordination with the landowner will be required.

Subsection 210.13 is hereby revised to include the following paragraphs:

Payment for resetting fences will be full compensation for all labor, materials, and equipment required to reset the fence.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reset Fence</td>
<td>Lump Sum (LS)</td>
</tr>
</tbody>
</table>

END OF SECTION
Section 212 of the Standard Specifications is hereby added for this project as follows:

**Section 212.01 shall be modified to include the following:**

Seeding, fertilizer, and soil conditioner shall be applied on disturbed areas throughout the project limits to restore the landscape to as close as possible to the original condition per the Plans, Specifications, or as directed by the Engineer.

**Section 212.02(a) delete the second paragraph beginning with “Seed types…” and replace with:**

**SEEDING**

Mycorrhiza shall be added to the seed mix at time of seeding as a seed coating. The rate will be at two (2) pounds per acre of seed. Unless specified otherwise. The Contractor will supply the Project Manager with information on the source and type of Mycorrhiza being used. Cost to add Mycorrhiza shall be included in bid unit price of the placement.

<table>
<thead>
<tr>
<th>Common Name</th>
<th>Pounds PLS/Acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Western wheatgrass (Arriba, Barton, Rosana)</td>
<td>2.50</td>
</tr>
<tr>
<td>Blue Grama (Hachital, Lovington)</td>
<td>1.50</td>
</tr>
<tr>
<td>Sideoats Grama (Vaughn, Butte, Niner, El Reno, Haskell)</td>
<td>2.25</td>
</tr>
<tr>
<td>Smooth Brome (Lincoln, Manchar)</td>
<td>2.00</td>
</tr>
<tr>
<td>Sand dropseed</td>
<td>0.25</td>
</tr>
<tr>
<td>Perennial Ryegrass (Calibra or Garibaldi tetraploid)</td>
<td>0.75</td>
</tr>
<tr>
<td>Slender Wheatgrass (Pryor, Revenue, or San Luis)</td>
<td>2.50</td>
</tr>
<tr>
<td>Alkaligrass (Fults II, Salt on Sea)</td>
<td>1.25</td>
</tr>
<tr>
<td>Switchgrass (Nebraska 28, Blackwell)</td>
<td>1.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>14.00</strong></td>
</tr>
</tbody>
</table>

**Section 212.02(b)(1) shall be revised as follows:**

1. **Fertilizer:** the fertilizer shall be a complete starter fertilizer having the chemical analysis of 8% Nitrogen, 2% Phosphoric Acid, and 1% Potassium or an approved equivalent. The fertilizer shall conform to the applicable State fertilizer laws. It shall be uniform in composition, dry, and free flowing, and shall be delivered to the site in the original, unopened containers, each bearing the Manufacturer’s guaranteed analysis. Fertilizer which becomes caked or damaged will not be accepted.

**Section 212.02(b)(2) shall be revised as follows:**

2. **Soil Conditioner:** The soil conditioner shall be an approved hydraulic growth medium (HGM) as outlined in this section. HGMs are composed from a combination of thermally and mechanically processed straw and flexible flax fibers; sphagnum peat moss or certified compost and other organic growth enhancing additives. HGMs shall be based on their composition for different soil building, vegetation establishment and erosion control characteristics. All materials shall be prepackaged and at no time shall it be allowed for onsite mixing of fiber materials.

The HGM shall be used to provide a substance on or in which plants can be grown, for seed germination, plant growth/establishment and soil-building characteristics in conditions of marginal or extremely poor soils where there is minimal to no organic matter present.
REVISION OF SECTION 212
SEEDING, FERTILIZER, SOIL CONDITIONER, AND SODDING

HGMs shall be applied according the manufacturer’s recommendation. Special application rate considerations are required depending on environmental and soil conditions along with erosion potential on the site.

Organic Fiber Materials - At no time will field mixing of organic fiber materials be allowed.

The HGM shall be a minimum of 40% by volume of thermally and mechanically processed straw, flexible flax fibers; a minimum of 58% by volume of sphagnum peat moss or compost, and a minimum of 2% by volume of addition materials that provides plant derived valuable trace minerals, sugars, starches, proteins, fiber and 16 amino acids, growth stimulant/regulator, and mycorrhiza inoculants.

Soil Chemistry Materials
Soil chemistry and stabilizer shall be a composition of materials made from long chain polymer and cross-linking molecules in conjunction with a hydrocolloid vegetable gum based bonding agent.

Submittals
The Contractor shall submit the Application Rates Guide, Installation and Mixing Instructions, and Product Specifications to the Engineer for approval. The Contractor shall submit a letter of certification from the Manufacturer or Representative that the products meet or exceed all material composition requirements, laboratory testing properties, and product packaging requirements. Certification shall detail that the straw or fiber was processed at over 160 degrees Fahrenheit to ensure material is weed free.

Delivery, Storage, and Handling
All materials shall be delivered in ultraviolet and weather resistant factory labeled packages. Material shall be store in a cool dry place away from open flames ensuring strict adherence to manufacturer recommendations.

In subsection 212.03 delete the seeding seasons table and replace it with the following:

<table>
<thead>
<tr>
<th>Zone</th>
<th>Spring Seeding</th>
<th>Fall Seeding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Below 6000'</td>
<td>April 1st or thaw to June 15th</td>
<td>November 1st to December 15th or until consistent ground freeze</td>
</tr>
</tbody>
</table>

Section 212.06(a) shall be modified to include the following:

(a) Soil Preparation:

For seeded areas on the bank slope as shown on the Plans: Apply topsoil to a depth of eight inches (8") per Section 207, apply fertilizer at the recommended rate and work it into the soil to a depth of eight inches (8") with a disc, spring tooth harrow or other suitable equipment. Drill seed 0.25 inch to 0.5 inch into the roughened topsoil. In small areas not accessible to a drill, hand broadcast or hydroseed at double the rate at no additional cost to the project and rake 0.25 inch to 0.5 inch into the soil. After seeding, apply HGMs as outlined in this Section. Apply topsoil to a depth of four inches (4"), then apply fertilizer at the recommended rate and work it into the soil to a depth of four inches (4") with a disc, spring tooth harrow or other suitable equipment. Compact seeded areas per Section 207 and as shown on the Plans. All seeded areas shall then be raked and rolled to the desired finished grades with gently sloping surfaces to adequately drain all surface water runoff.

For seeded areas outside the bank slope as shown on the Plans: Drill seed 0.25 inch to 0.5 inch into the roughened soil. In small areas not accessible to a drill, hand broadcast or hydroseed at double the rate at no additional cost to the project and rake 0.25 inch to 0.5 inch into the soil. After seeding, apply HGMs as outlined in this Section. Apply topsoil to a depth of four inches (4"), then apply fertilizer at the recommended rate and
work it into the soil to a depth of four inches (4") with a disc, spring tooth harrow or other suitable equipment. Compact seeded areas per Section 207 and as shown on the Plans. All seeded areas shall then be raked and rolled to the desired finished grades with gently sloping surfaces to adequately drain all surface water runoff.

Section 212.06(b) shall be revised as follows:

(b) **Fertilizing and Soil Conditioning**: Soil in all areas to receive native seed shall be fertilized and conditioned.

A. Strictly comply with manufacturer’s installation instructions and recommendations.

B. Mixing:

1. Fill hydraulic mixing tank with water to a level where the paddles are ¼ covered and may be activated.
2. Activate the mechanical agitation system.
3. Prime pump and any discharge hoses before adding any HGMs.
4. Add the appropriate amount and type of soil stabilizer and tackifier as recommended for the site-specific application. Allow soil stabilizer and tackifier and water to mix for 5 minutes prior to adding HGMs. See manufacturer application rate chart for amounts of specific Soil Stabilizer & Tackifier and HGMs.
5. Continue filling tank with water to approximately ¾ full and begin adding bags of HGMs.
6. All quantities of HGMs should be added before the water level reaches 85% of the tank’s capacity.
7. Add any additional amendments to slurry as required by the manufacturer’s instructions or as directed by the Engineer.
8. Completely fill tank with water and allow slurry to mix for a minimum of 5 minutes or until all HGMs are mixed into a consistent slurry.

C. Application:

1. Prior to application and mixing of the HGM, the site shall be measured and marked to known areas to ensure appropriate seed, amendment, and HGMs application rates.
2. Follow instructions in Subsection 212.06(a) for soil preparation.
3. Drill seed 0.25 inch to 0.5 inch into the soil. In small areas not accessible to a drill, hand broadcast or hydroseed at double the rate at no additional cost to the project and rake 0.25 inch to 0.5 inch into the soil.
4. Bring hydraulic applicator to appropriate operating speed and agitator speed for slurry application.
5. Apply in a consistent and even manner across soil surface.
6. Apply from opposite directions to ensure the highest level of coverage, effectiveness, and performance.
7. If you need to stop spraying at any time, close the spray nozzle at the end of the hose to avoid water draining from the hose. If you are using a tower applicator, stop normally and upon restart remove the spray tip, discharge a small amount of HGMs, replace the tip and return to applying the product.
8. Tillage of HGM into subsoil strictly not recommended in any situation.
9. After application, apply topsoil to a depth of 4” as described in this Section. Apply fertilizer at the recommended rate and work it into the soil to a depth of four inches (4") with a disc, spring tooth harrow or other suitable equipment. Compact seeded areas per Section 207 and as shown on the Plans. All seeded areas shall then be raked and rolled to the desired finished grades with gently sloping surfaces to adequately drain all surface water runoff.
10. On bank slope, install soil retention blanket per Section 216 and as shown on the Plans.

Cleaning

Clean equipment per the equipment manufacturer’s recommendations.

Section 212.06(c) shall be revised as follows. Add Section 212.06(d):
(c) Seeding. Grade seeding areas to a smooth, even surface with a loose, uniformly fine texture. Roll, rake and remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas that can be planted within 24 hours after fine grading has been completed. No additional payment will be made if the Contractor has to complete fine grading or for fine grading more than one time.

(d) Landscape Maintenance: The Contractor shall be responsible for all landscape maintenance until the Notice of Construction Acceptance has been issued. Included in landscape maintenance is mowing of all seeded areas and the watering of all project installed plant material. All Landscape Maintenance shall be considered subsidiary to the project no separate payment will be made.

Subsection 212.07 shall be revised as follows:

No separate measurement and payment will be made for fine grading, fertilizer, or topsoil preparation for seeding. This work shall be included in the Unit Price bid for seeding. The unit price paid for seeding shall include all the Contractor’s costs including all labor, material, equipment and incidentals required to install seed. HGM application shall be paid under the Unit Price bid for soil conditioning. The actual quantity will be measured in-place by the County.

Subsection 212.08 shall include the following:

Payment for seeding and soil conditioning shall be full compensation for all work necessary to complete the seeding and soil conditioning. The actual quantity will be measured in-place by the County.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seeding (Native)</td>
<td>Acre</td>
</tr>
<tr>
<td>Soil Conditioning</td>
<td>Acre</td>
</tr>
</tbody>
</table>

END OF SECTION
Section 213 of the Standard Specifications is hereby added for this project as follows:

**Subsection 213.01 shall be revised as follows:**

This work consists of mulching (certified weed-free straw) the seeded areas. Mulch shall be applied on disturbed areas throughout the project limits to restore the landscape to as close as possible to the original condition per the Plans, Specifications, or as directed by the Engineer. Mulching shall be accomplished by the crimping method at the application rate of 2.5 tons of certified weed-free straw per acre, or as directed by the Engineer, in combination with organic mulch tackifier. The costs associated with the material and installation of the mulch tackifier shall be considered subsidiary to this bid item.

**Subsection 213.05 shall be revised as follows:**

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mulching (Weed Free Straw)</td>
<td>Acre</td>
</tr>
</tbody>
</table>

END OF SECTION
Section 214 of the Standard Specifications is hereby added for this project as follows:

**Subsection 214.01 shall be revised to include the following:**

This item shall consist of the planting of unrooted cutting stakes (Willow) as required for the bank stabilization. Placement of willow cuttings shall be done by the Contractor as shown on the plans or as directed by the Engineer.

**Subsection 214.02(b). Unrooted Cuttings shall be revised as follows:**

Unless otherwise authorized, the Contractor shall notify the Engineer at least five working days in advance of the anticipated start of harvesting cuttings. All cuttings shall be harvested from approved parent material. Approval of parent material shall be in writing from the Engineer. This approval will include a detailed description of the approved locations. The Contractor shall select a site, and if outside of the construction boundary, provide written approval from the Owner, when applicable, for access and harvesting the required number of cuttings. The harvesting site shall be left clean and tidy, to the satisfaction of the Engineer and the Owner, when applicable. Unused material including trimmings shall become the property of the Contractor and hauled off the project site prior to project completion.

Unrooted cuttings shall be harvested and planted between October 1st and October 31st. The Engineer may authorize an alternative harvesting and planting timeframe based on project timing. Immediately after cutting, all cuttings shall be placed in water so that the cut ends are covered in water, and the cuttings shall be stored in a cool location. Plants shall be completely submerged in containers with water for at least 72 hours and no more than 14 days. The containers shall be continuously shaded and protected from the wind. Cuttings shall be protected from drying at all times. After planting, cuttings shall be watered thoroughly every day for a period of one month, unless natural soil saturation occurs within 12 inches of soil surface, as verified by the Engineer.

During transportation, the cuttings shall be kept completely submerged in containers with water in orderly fashion to prevent damage and to facilitate handling. Cuttings should be bundled in uniform groups of 25-100 to allow for easy tracking of quantities.

1. **Unrooted Cutting Stakes (Willow).** Stakes shall be harvested from Willow Trees approved by the Engineer and approximately 3 feet long and between ½ and ¾ inches in diameter. Stakes shall not be shorter than 2.5 feet in length. All side branches shall be trimmed before cutting the main stem. Cuttings shall be obtained from branches with smooth undamaged bark. Branches with thick, cracked bark shall not be used. Cuttings shall be taken approximately one foot from the ground. Cuts shall be clean, without stripping the bark or splitting the wood. The base cuts shall be at a 45-degree angle to identify the root end of the cutting. The top shall be cut off, with a square cut so that the top of the stake is easily distinguishable from the bottom. If the cuttings are to be planted between April 15th and October 1, then the cut top end shall be dipped into latex paint to seal and reduce desiccation in hot or dry establishment conditions.

2. **Brush Mattress.** Willow unrooted cuttings shall be approximately 10-15 feet long and between ½ and 2 inches in diameter. No trimming of side branches is necessary.

3. **Fascines.** Unrooted cuttings shall vary and shall be a minimum 5 feet long and between ¼ and 2 inches in diameter. Up to 30 percent of the bundle may be plant material that does not root easily or dead plant material. The remaining 70 percent of the bundle shall consist of younger wood between 1 to 4 years old (at a minimum 25 willow cuttings per fascines). Fascines bundles may be stored submerged in water for no longer than two weeks, if necessary.

**Subsection 214.03 shall be revised to include the following:**
Landscape Maintenance: The Contractor shall be responsible for all landscape maintenance until the Notice of Construction Acceptance has been issued. Included in landscape maintenance is mowing of all seeded areas and the watering of all project installed plant material. All Landscape Maintenance shall be considered subsidiary to the project and there will not be a separate payment.

All work under this item shall be in accordance with Section 214 of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, dated 2017 and these specifications. The unit price paid for planting shall include all of the Contractor’s costs including all labor, material, and equipment required to install plantings. Any additional damage done by the Contractor shall be repaired or replaced at contractor’s expense.

Subsection 214.03(d). Backfilling shall be revised to include the following:

Backfill material shall be topsoil prepared per the Specifications or as directed by the Engineer. Soil conditioner shall be added and thoroughly mixed to the backfill material at the rate provided in the Specifications. Soil conditioners and fertilizers shall conform the Section 212.06 provided in the special provisions of this document.

Subsection 214.06 shall be revised as follows:

The accepted quantities of nursery stock and unrooted cuttings will be paid for at the contract unit price for each of the various items listed below:

Payment for the total cost of the item will be made at the completion of the installation of each item.

Cost of the performance bond shall be included in the cost of the plant items.

Water and materials required to transport, store, plant, and maintain cuttings will not be measured and paid for separately but shall be included in the work. Cleaning or repair of site conditions affected by equipment used by the Contractor for planting operations will not be measured and paid for separately by shall be included in the work. Establishment and maintenance of landscaping during construction will not be measured and paid for separately but shall be included in the work.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unrooted Cutting Stakes (Willow)</td>
<td>Each</td>
</tr>
</tbody>
</table>

END OF SECTION
Section 216 of the Standard Specifications is hereby added for this project as follows:

Subsection 216.01 shall be revised as follows:

This work consists of furnishing, preparing, applying, placing, and securing soil retention blankets and turf reinforcement mats for erosion control on roadway ditches, slopes, or channels as designated in the Contract or as directed by the Engineer.

Subsection 216.02(a)(3) delete Table 216-2 and replace with the following:

<table>
<thead>
<tr>
<th>Product Class</th>
<th>Slope Application “C” Factor</th>
<th>Channel Application Permissible Shear Stress</th>
<th>Minimum Tensile Strength</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ASTM D 6459</td>
<td>(Un-vegetated) ASTM D 6460</td>
<td>ASTM D 6818</td>
</tr>
<tr>
<td>1</td>
<td>≤ 0.10@3:1</td>
<td>2.00 lbs/sf</td>
<td>100 lbs/ft</td>
</tr>
<tr>
<td>2</td>
<td>≤ 0.10@3:1</td>
<td>2.25 lbs/sf</td>
<td>125 lbs/ft</td>
</tr>
</tbody>
</table>

Notes:
1. “C” Factor calculated as ratio of soil loss from soil retention blanket protected slope (tested at specified or greater gradient, h:v) to ratio of soil loss from unprotected (control) plot in large-scale testing.
2. Permissible shear stress is the minimum shear stress that a product must be able to sustain without physical damage or excess soil loss when it is installed on a bare soil channel. Failure is defined as ½ inch of soil loss during a 30-minute flow event in large scale testing.

Subsection 216.02(a)(3) add the following language after Table 216-2:

A sample of the staples and a copy of the manufacturer’s product data showing that the product meets the Contract requirements shall be submitted for approval at the environmental preconstruction conference.

In Subsection 216.02(b) delete Table 216-4 and replace with the following:

<table>
<thead>
<tr>
<th>Product Class</th>
<th>Tensile Strength MD ASTM D 6818</th>
<th>UV Stability @ 500 Hours ASTM D 4355</th>
<th>Maximum Permissible Shear Stress</th>
<th>Maximum Permissible Shear Stress</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>(Unvegetated) ASTM D 6460</td>
<td>(Vegetated) ASTM D 6460</td>
</tr>
<tr>
<td>1</td>
<td>125 lbs/ft</td>
<td>80%</td>
<td>1.8 lbs/sf</td>
<td>6.0 lbs/sf</td>
</tr>
<tr>
<td>2</td>
<td>150 lbs/ft</td>
<td>80%</td>
<td>2.5 lbs/sf</td>
<td>8.0 lbs/sf</td>
</tr>
<tr>
<td>3</td>
<td>175 lbs/ft</td>
<td>80%</td>
<td>3.1 lbs/sf</td>
<td>10.0 lbs/sf</td>
</tr>
</tbody>
</table>

Notes:
1. Permissible shear stress is the minimum shear stress that a product must be able to sustain when placed on a fully vegetated channel without physical damage or excess soil loss. Failure is defined as ½ inch of soil loss during a 30-minute flow event in large scale testing.
Subsection 216.02(c) delete paragraph one and replace with the following:

Staples. Staples shall be made of ductile steel wire. For use in Channel: 0.165 inch, “U” shaped staples shall be 8 inches long and have a 1 inch crown. For use on Slope: 0.165 inch, "U" shaped staples shall be 12 inches long and have a 1 inch crown. "T" shaped pins shall not be used.

Subsection 216.08 shall be revised as follows:

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil Retention Blanket (S-C) (BioD CL 2)</td>
<td>Square Yard (SY)</td>
</tr>
</tbody>
</table>

Preparation of seedbed, fertilizing, soil conditioning, and seeding will be measured and paid for in accordance with Section 207 and 213.

Staples will not be paid for separately but shall be included in the work.

END OF SECTION
Section 304 of the Standard Specifications is hereby added for this project as follows:

**Subsection 304.02 shall be revised to include the following:**

Materials for the base course shall be Aggregate Base Course (Class 6) as shown in subsection 703.03. The Aggregate Base Course (Class 6) must meet the gradation requirements and have a resistance value of at least 69 when tested by the Hveem Stabilometer method. Test results documentation for the materials used for this project must be provided to the County prior to use on site.

**Subsection 304.07 shall be revised as follows:**

Aggregate base course will be measured by the cubic yard as compacted in place. The Contractor shall be aware that the plan quantities are based upon in-place volume per the Plans. The Contractor’s bid unit cost shall account for differing unit weights intended to be furnished to the project to meet the in-place volume per the Plans and Specifications, as no quantity adjustments will be made for differing unit weights. The Project Inspector will verify that the plan quantity has been incorporated into the project utilizing information from delivery tickets furnished by the material supplier and site inspection after compaction. Failure to comply with the requirements of this subsection shall be grounds for withholding of progress payments. At the sole discretion of Weld County, failure to comply with the requirements of this subsection shall be grounds for replacement of damaged portions of the project site by the contractor at no cost to the County.

**Subsection 304.08 shall be revised as follows:**

The accepted quantities of aggregate base course, of the class specified, will be paid for at the contract price bid per cubic yard, as shown in the bid schedule.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate Base Course (Class 6)</td>
<td>Cubic Yard (CY)</td>
</tr>
</tbody>
</table>
Section 703 of the Standard Specifications is hereby revised for this project as follows:

Subsection 703.03 Table 703-2 shall be deleted and replaced with the following:

### Table 703-2
**CLASSIFICATION FOR AGGREGATE BASE COURSE**

<table>
<thead>
<tr>
<th>Sieve Designation</th>
<th>Mass Percent Passing Square Mesh Sieves</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LL not greater than 35</td>
<td>LL not greater than 20</td>
</tr>
<tr>
<td></td>
<td>Class 1</td>
<td>Class 2</td>
</tr>
<tr>
<td>Standard (mm)</td>
<td>Mesh (in)</td>
<td>95-100</td>
</tr>
<tr>
<td>150.00</td>
<td>6</td>
<td>100</td>
</tr>
<tr>
<td>100.00</td>
<td>4</td>
<td>100</td>
</tr>
<tr>
<td>75.00</td>
<td>3</td>
<td>100</td>
</tr>
<tr>
<td>63.00</td>
<td>2 ½</td>
<td>100</td>
</tr>
<tr>
<td>50.00</td>
<td>2</td>
<td>95-100</td>
</tr>
<tr>
<td>37.50</td>
<td>1 ½</td>
<td>100</td>
</tr>
<tr>
<td>25.40</td>
<td>1</td>
<td>90-100</td>
</tr>
<tr>
<td>19.00</td>
<td>¾</td>
<td>95-100</td>
</tr>
<tr>
<td>12.50</td>
<td>½</td>
<td>95-100</td>
</tr>
<tr>
<td>4.76</td>
<td>No. 4</td>
<td>30-65</td>
</tr>
<tr>
<td>2.38</td>
<td>No. 8</td>
<td>30-65</td>
</tr>
<tr>
<td>0.42</td>
<td>No. 40</td>
<td>30-65</td>
</tr>
<tr>
<td>0.07</td>
<td>No. 200</td>
<td>3-15</td>
</tr>
<tr>
<td>Plasticity Index</td>
<td>6 Max.</td>
<td>6 Max.</td>
</tr>
<tr>
<td>LA wear test (T96)</td>
<td>50 Max.</td>
<td>50 Max.</td>
</tr>
</tbody>
</table>
Section 420 of the Standard Specifications is hereby revised for this project as follows:

**Subsection 420.06 shall include the following:**

Geotextile Separator (Drainage) (Special) shall meet the requirements of subsection 712.08 and Table 712-2b.

**Subsection 420.07 shall be deleted and replaced with the following:**

Geotextile (Separator) (Drainage) (Special) shall be installed as follows:

**Subgrade Preparation:** Clear, grub and excavate (as required) to the plan subgrade elevation, stripping topsoil, deleterious debris and unsuitable material from the site. Cut stumps and other projecting vegetation as close and even to the ground surface as practical. The surface of the subgrade should be relatively smooth and depressions or humps greater than 6 inches should be graded out.

**Geosynthetic Deployment:** The geosynthetic reinforcement shall be placed directly on the prepared subgrade. It should be rolled out flat and tight with no folds or wrinkles. Unroll the geosynthetic parallel to the bank slope so that the machine direction (i.e. long axis) of the roll is parallel with the flow patterns. Adjacent rolls should be overlapped 18" minimum along their sides and ends. The geotextile need not be placed in tension before covering with riprap or other materials. Use care in placing the geotextile to avoid possible damage. The geotextile can be joined by overlapping or sewing. Anchor the geotextile firmly at the top of the slope using an anchor trench as shown on the Plans. The trench shall be installed at least 3 feet beyond the crest and toe of the slope. Thoroughly compact soil in the trench to ensure good anchorage.

Prior to granular bedding and riprap placement, the geosynthetic shall be held in place using 12" U-shaped staples. Overlap the geosynthetics in the direction that the bedding and riprap will be spread to avoid peeling-back of the geosynthetic at overlaps by the advancing material. Cut and overlap the geosynthetic to accommodate curves. Cutting may be done with sharp shears, razor knives or handheld power (i.e., “cutoff”) saws. Cut the geosynthetic to conform to immovable protrusions. Overlap lengths will not be paid for separately, but will be considered subsidiary to item 420.

**Granular Bedding Placement:** Granular bedding, as specified, should be placed directly over the geosynthetic. The entire section should be placed and compacted in one single lift to minimize further degradation of the subgrade. Sudden braking, sudden starting and sharp turning should be avoided. Tracked construction equipment must not be operated directly upon the exposed geosynthetic. A minimum granular bedding thickness of 6 inches is required prior to operation of tracked equipment on the geosynthetic. In addition, turning of tracked equipment should be kept to a minimum to prevent tracks from displacing the bedding and damaging the geosynthetic.

**Installation and Repairs for Damaged Areas:** Repairs to reinforcement geosynthetics can be made in the field by placing a repair panel or patch over the damaged area. The repair panel should extend a minimum of 3 ft beyond the edges of the damaged geosynthetics. Pullout and/or direct sliding calculations should be performed by the project engineer to verify the minimum required overlap length to meet a specific project’s requirements.

Geotextile that is damaged after placement shall be removed and replaced at the Contractor’s expense.

**Subsection 420.10 shall include the following:**

Geotextile Separator (Drainage) (Special) shall be included in the cost (subsidiary) of the riprap pay item.

Payment will be full compensation for all work and materials required to complete the item.
Section 712 of the Standard Specifications is hereby revised for this project as follows:

Subsection 712.08 shall include the following:

The material for Geotextile Separator (Drainage) (Special) shall meet the properties in Table 712-2b.

Table 712-2b
Geotextile Separator (Drainage) (Special) - Physical and Mechanical Properties

<table>
<thead>
<tr>
<th>Physical Properties</th>
<th>Unit</th>
<th>Typical Values</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roll Length (minimum)</td>
<td>Feet</td>
<td>300</td>
</tr>
<tr>
<td>Roll Width (minimum)</td>
<td>Feet</td>
<td>12.5</td>
</tr>
<tr>
<td>Roll Area (minimum)</td>
<td>Sq. Yd.</td>
<td>417</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mechanical Properties</th>
<th>Test Method</th>
<th>Unit</th>
<th>Minimum Average Roll Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>STRENGTH</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grab Tensile Strength</td>
<td>ASTM D4632</td>
<td>lbs</td>
<td>400 (MD) 335 (CD)</td>
</tr>
<tr>
<td>Grab Tensile Elongation</td>
<td>ASTM D4632</td>
<td>%</td>
<td>20(MD) 15(CD)</td>
</tr>
<tr>
<td>Trapezoid Tear Strength</td>
<td>ASTM D4533</td>
<td>lbs</td>
<td>145 (MD) 125 (CD)</td>
</tr>
<tr>
<td>CBR Puncture Strength</td>
<td>ASTM D6241</td>
<td>lbs</td>
<td>1,250</td>
</tr>
<tr>
<td>HYDRAULIC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flow Rate</td>
<td>ASTM D4491</td>
<td>gal/min/ft²</td>
<td>115</td>
</tr>
<tr>
<td>Permittivity</td>
<td>ASTM D4491</td>
<td>sec⁻¹</td>
<td>1.5</td>
</tr>
<tr>
<td>Percent Open Area</td>
<td>COE-02215</td>
<td>%</td>
<td>8</td>
</tr>
<tr>
<td>SOIL RETENTION</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apparent Opening Size (AOS)</td>
<td>ASTM D4751</td>
<td>U.S. Sieve</td>
<td>30</td>
</tr>
<tr>
<td>SOIL INTERACTION</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UV Resistance (at 500 hours)</td>
<td>ASTM D4355</td>
<td>% strength retained</td>
<td>90</td>
</tr>
</tbody>
</table>

END OF SECTION
REVISION OF SECTION 506
RIPRAP

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

Subsection 506.01 shall be revised as follows:

This work consists of the construction of riprap, installation of granular bedding, and installation of geotextile separator (drainage) (special) in accordance with the Specifications and Plans. The installation of the geotextile filter and granular bedding shall be considered subsidiary to the riprap construction and no separate payment shall be made.

Subsection 506.02 shall be revised to include the following:

Riprap shall be of the nominal stone size \(d_{50}\) of 12 inches and conform to the gradation requirements of Table 506-2 in the Specifications. Granular Bedding (Class A) shall be a porous, free-draining sand, gravel, or crushed stone and conform to the gradation in Table 506-3 (below). Prior to delivering material to the jobsite, the Contractor shall supply laboratory testing data from the supplier, for approval by the Project Inspector. A geotextile separator shall be placed below the granular bedding per the Plans and Specifications.

Prior to delivering this material to the jobsite, the Contractor shall supply laboratory testing data from the supplier, for approval by the Project Inspector.

![Table 506-3. Granular Bedding (Class A)](image)

<table>
<thead>
<tr>
<th>U.S. Standard Sieve Size</th>
<th>% Passing, By Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>3&quot;</td>
<td>90-100</td>
</tr>
<tr>
<td>1 1/2&quot;</td>
<td>-</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>20-90</td>
</tr>
<tr>
<td>3/8&quot;</td>
<td>-</td>
</tr>
<tr>
<td>#4</td>
<td>0-20</td>
</tr>
<tr>
<td>#16</td>
<td>-</td>
</tr>
<tr>
<td>#50</td>
<td>-</td>
</tr>
<tr>
<td>#100</td>
<td>-</td>
</tr>
<tr>
<td>#200</td>
<td>0-3</td>
</tr>
</tbody>
</table>

Subsection 506.03 shall be revised to include the following:

Prior to riprap placement, a geotextile separator shall be installed over the entire area to be riprapped per the Plans. The geotextile shall meet the requirements specified in 712.08. A 12-inch layer of granular bedding shall be placed on top of the geotextile according to the gradation in Table 506-3. Riprap shall be installed on top of the granular bedding per the Plans and Specifications.

Riprap shall be installed in a manner that results in a dense, interlocked layer of riprap at a slope not steeper than 3H:1V. The thickness of the riprap layer shall be twice the nominal stone size and installed as shown on the Plans. Embankment soil and a 12" surface layer of topsoil shall be placed over the riprap to the finished grade per the Plans and Section 207 of the Specifications. Topsoil shall be added to any areas that settle. All riprap shall be reviewed and approved by the Engineer prior to embankment and topsoil placement.

Geotextile Separator (Drainage) (Special) shall meet the material requirements of Subsection 712.08 and Table 712-2a. This item shall be included in the cost (subsidiary) of the riprap pay item.

Subsection 506.04 shall be revised as follows:

96
Riprap of the sizes specified in the Contract will be measured by the cubic yard per the Plans.

**Subsection 506.05 shall be revised as follows:**

Payment will be under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Riprap (12 inch)</td>
<td>Cubic Yard (CY)</td>
</tr>
</tbody>
</table>

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

Subsection 607.01 is hereby revised as follows:

Work in this section will include installation of temporary chain link fence per the Plans.

Subsection 607.03 is hereby revised to include the following paragraphs:

The temporary fence shall be 6 feet tall (minimum) chain link fence staked into the ground 18 inches depth (minimum) per the Plans where feasible. Sandbags shall be used to secure the fence where stakes are not feasible. Sandbags, staking, and gate installation (if necessary) shall be considered subsidiary to the final installed fence and no separate pay item shall be included.

Subsection 607.04 is hereby revised as follows:

All fence types will be measured by the Linear Foot including posts at the base of the fence.

Gate installation (if necessary) shall be considered subsidiary to the final installed fence and no separate pay item shall be included.

Subsection 607.05 is hereby revised as follows:

Payment for all fences will be full compensation for all labor, materials, and equipment required to construct the fence.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fence Chain Link (Temp)</td>
<td>Linear Foot (LF)</td>
</tr>
</tbody>
</table>

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

**Subsection 608.02 shall be revised to include the following:**

The Contractor will be required to supply concrete from a ready-mixed concrete plant; concrete mixed on-site will not be accepted under any circumstances. The addition of admixtures or additives on site will not be permissible.

**Subsection 608.03 shall be revised to include the following:**

**General.** The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work directed by the County and specified herein. All machinery and equipment shall be of size to meet the requirements of the work in a satisfactory manner. All work performed by the Contractor shall be subject to the inspection and approval of the County’s representative.

**Subgrade Preparation.** Placement, compaction, and grading of the subgrade to the final line and grades shall be completed prior to the placement of any concrete. All fill areas shall be compacted to 95% of maximum density in accordance with ASTM D 698 (Standard Proctor). The moisture content during placement of fill shall be within two percentage points of optimum moisture. Testing for adequate compaction shall be in accordance with the Section 203.

**Subsection 608.03 (b) shall be revised to include the following:**

**Forms.** Concrete shall not be placed until all the forms have been inspected and approved by the County’s representative. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to construct the improvements per the details. The forms shall be true to line and grade and shall be mortar-tight and rigid to prevent displacement and sagging between supports.

**Subsection 608.03 (c) shall be revised to include the following:**

**Placing Concrete.** Concrete shall be placed on damp, compacted surfaces. All concrete shall be placed during daylight hours, unless otherwise approved by the Project Manager. Concrete shall be placed as soon as practical after mixing and in no case later than 1 ½ hours after the batch time. The methods and techniques of placing the concrete shall be such to avoid segregation. When necessary, troughs, pipes, and chutes shall be used to facilitate placement of the concrete. Dropping the concrete more than four feet or depositing large quantities at a single point will not be permitted.

**608.03 (f) shall be revised as follows:**

**Curing.** Finished concrete shall include a light broom finish and be treated with a liquid membrane curing compound meeting the requirements of ASTM C 309, Type 2 (White Pigment). The method and details of curing shall be subject to the approval of the Engineer. During the curing period all traffic, both pedestrian and vehicular, shall be excluded. Vehicular traffic shall be excluded for such additional time as the Engineer may direct.

**608.06 shall be revised as follows:**

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Trail (6 in)</td>
<td>Square Yards (SY)</td>
</tr>
</tbody>
</table>

END OF SECTION
Section 620 of the Standard Specifications is hereby revised for this project as follows:

**Subsection 620.02 shall include the following:**

The requirements for a remote communication office trailer should deliver quality communications at any location. As construction sites are often isolated and remote, this poses problems. The basic requirement of fast and reliable internet connection in a construction trailer are throughput and reliability. Services required include SSL VPN, VOIP, and other internet services.

Internet connections in the field office are for the use of Weld County employees or agents. The Contractor shall provide internet connections for their employees separate from the County internet connections.

The order of preference for internet connections is provided below. If reliable data services are not available, data signal boosters may be required to meet the bandwidth and throughput requirements.

1. Hard wired broadband or DSL
2. Radio broadband – if speed and signal requirements are met
3. Satellite broadband – if speed and signal requirements are met
4. Cellular radio – if speed and signal strength requirements are met. Cellular 4G grants greater than 5Mbps download speeds that will allow for 2 – 4 computer endpoints. Cellular boosters strengthen signals and should allow for more throughput and increased speeds. With a booster, 3G could increase up to 1.4 Mbps allowing greater usability and an additional endpoint. Additional endpoints may be connected to either scenario, however overall performance may degrade.
5. Wireless hotspots – only if there is no other option. One hotspot shall be provided per County employee assigned to the project. Wireless hotspot configurations must include WPA2 and AES encryption for SSID authentication.

Cable broadband and DSL are always preferred and will grant an increased number of endpoints, however in many locations this may simply not be a viable alternative. A fully inclusive list of connection alternatives includes Cable, DSL, Point to Point wireless, 4G, 3G, satellite and dialup.

**Field office shall be set up at the start of construction. Start of construction shall be anything other than mobilization and surveying. Set up locations shall be within ½ mile of the construction site. Field office shall stay on site and operational until final acceptance is given by the county.**

If field office is not set up at the start of construction 5% each day will be deducted from the lump sum bid amount item for the field office. Bidding an unusually low price for the office trailer will be considered unbalancing and will not be allowed.

Delete Subsections 602.02(1) and 602.02(3).

**Subsection 620.07 shall include the following:**

Electricity: If commercial power is available, the service shall be a minimum of 3,000-watt, 115-125 AC facility for each field office and field laboratory. If commercial power is not available, independent generators shall
be provided. Generators shall be a minimum of 25kW.

Parking: The Contractor shall provide an all-weather parking area with one parking space per County employee assigned to the project plus 6 visitor parking spaces.

Janitorial: The Contractor shall provide weekly janitorial services.

Access: The Contractor shall provide maintenance of the exterior of the office trailer included but not limited to access to parking and snow removal.

Office Supplies: One office type color laser printer/copier/scanner (a multi-purpose desktop printer will not suffice) with an 11” x 17” tray or approved equal including paper, toner, parts, service and repairs. This device shall be capable of wireless networking with all offices in the field office. The device scanner shall be capable of scanning documents up to 11” x 17” and transmitting the scanned file to multiple email addresses.

Office Furniture: Shall be in accordance with CDOT Standard Plan M-620-12 with the following exceptions:

1. Each office shall be provided with a minimum of 2 five-gallon trash cans. The common area shall be provided with a minimum 35-gallon trash can. All trash cans shall have appropriately sized trash bags.
2. Each office shall be provided with 2 rolling office chairs. All rolling office chairs are to be ergonomically designed.
3. The common area shall have a minimum of 15 metal folding chairs that can be used for meetings.
4. Each office shall be provided with one folding table a minimum of 6 feet long.

The common area is equipped with a conference table and does not required any additional tables.

**Subsection 620.08 shall be revised as follows:**

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanitary Facility</td>
<td>Each</td>
</tr>
<tr>
<td>Field Office (Class 1)</td>
<td>Each</td>
</tr>
</tbody>
</table>

END OF SECTION
Section 625 of the Standard Specifications is hereby revised for this project as follows:

Subsection 625.04 shall include the following:

Contractor's surveyor must establish survey control points prior to the beginning of construction. The County must verify the accuracy of those control points before construction operations can begin. The Contractor must protect those points, and immediately re-establish any that are damaged or removed during the progress of the project.

Prior to beginning construction, the Contractor's surveyor shall stake out all Right of Way corners, Permanent Easements, and Temporary Construction Easements shown on the approved ROW plans with temporary (for the duration of the project) points using re-bar, lath, or hubs and marked with flagging so they are easily visible. Those indicating the limits of construction within which the Contractor is allowed to work must be maintained throughout the project. The Contractor must protect those points, and immediately re-establish any that are damaged or removed during the progress of the project.

Before finally payment is made, all construction survey markers shall be removed. It is not acceptable to hammer the markers into the ground as they pose a hazard to agricultural operations.

END OF SECTION
1

REVISION OF SECTION 626
MOBILIZATION

Section 626 of the Standard Specifications is hereby revised for this project as follows:

Subsection 626.01 shall include the following:

Construction of a temporary access road into the work areas, and removal of the access road after construction is completed, shall be included in the Mobilization bid item.

CONSTRUCTION STAGING AND TEMPORARY CONSTRUCTION EASEMENTS: The Contractor shall take responsibility to find adequate staging area(s) for the project. Any agreements made for staging on private property shall be made in writing and copies of the written agreements shall be provided to the County prior to Construction. All staging areas shall be secured with temporary fencing and restored to original conditions after construction. The Contractor shall provide erosion and sediment control for all staging areas and shall modify the Erosion and Sediment Control Plans to include staging areas.

The County has acquired Temporary Construction Easements (TCE) for work on the project. If the Contractor needs to perform work on private property outside of the easements shown on the drawings, then the Contractor shall obtain additional TCEs. All agreements made between the Contractor and the private property owners for additional TCEs shall be made in writing and a copy of all written agreements shall be furnished to the County prior to any disturbance. The Contractor shall provide erosion and sediment control for all areas encompassed within the additional TCEs obtained by the Contractor and shall modify the Erosion and Sediment Control Plans to include TCEs.

The Contractor shall inform the property owners and the tenants at the properties prior to construction. The Contractor shall limit construction activities to those areas within the limits of disturbance as shown on the plans to the maximum extent practical. All costs whatsoever the nature required for staging and additional temporary construction easements including temporary fencing and erosion and sediment control shall be considered incidental to the project.

Any disturbance beyond the limits presented on the drawings shall be restored to the original condition at Contractor’s expense. Construction activities, in addition to normal construction procedures, shall include parking of vehicles or equipment, consolidation of construction debris or materials, and disposing of litter and any other action which alters existing conditions. All disturbances outside the Project Limits shall be pre-approved by the County and secured by the Contractor, at Contractor’s expense.

In addition, the Contractor will be required to secure Right of Entry for property owners access that extend beyond the Right of Way Line. No separate payment will be made. Contractor to review the access plans and determine the extent of the right of entry required. Weld County shall be notified of the right of entry prior to entry.

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

Subsection 630.13 shall be revised to include the following:

Temporary traffic signs and Type III barricades shall be placed per the Plans at the closure location and at the trailheads at WCR 25 and SH 257. Signs shall specify the distance to the trail closure and anticipated dates for which the trail will be closed. Signs will be anchored with stakes and/or sandbags as necessary. Stakes and/or sandbags are considered subsidiary to this bid item and no separate payment will be made.

Subsection 630.18 shall be revised as follows:

This price shall be full compensation for furnishing all materials, labor, equipment, and equipment for this item.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Traffic Sign (Panel Size B)</td>
<td>Each</td>
</tr>
<tr>
<td>Barricade (Type 3 M-B) (Temporary)</td>
<td>Each</td>
</tr>
</tbody>
</table>

END OF SECTION
1

FORCE ACCOUNT ITEMS

DESCRIPTION

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

BASIS OF PAYMENT

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

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

<table>
<thead>
<tr>
<th>Force Account Item</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>F/A Erosion Control</td>
<td>F.A.</td>
<td>$10,000*</td>
</tr>
<tr>
<td>F/A Minor Contract Revisions</td>
<td>F.A.</td>
<td>$32,000*</td>
</tr>
</tbody>
</table>

F/A Minor Contract Revisions - This work consists of minor work authorized and approved by the Engineer, which is not included in the Contract drawings or specifications and is necessary to accomplish the scope of work of the Contract.

F/A Erosion Control - This work consists of minor erosion control work authorized and approved by the Engineer which is not included in the contract drawings or specifications, and is necessary to accomplish the scope of work for this contract. All items shall be pre-approved by the engineer prior to installation or they will be no cost to the project.

END OF SECTION
1

UTILITIES COORDINATION

The work described in these plans and specifications requires coordination between the Contractor and the utility companies in accordance with subsection 105.10 in conducting their respective operations as necessary to complete the utility work with minimum delay to the project. There are no known utilities on the project site. However, unknown utilities may exist within the project limits, and the contractor is responsible to locate and protect all utilities that exist on the project site.

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, not including the day of notification, prior to commencing such operations. The Contractor shall contact the Utility Notification Center of Colorado (UNCC) at 1-800-922-1987 to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavating or grading.

Utilities which may exist within the limits of this project include, but are not limited to:

<table>
<thead>
<tr>
<th>UTILITY</th>
<th>CONTACT</th>
<th>PHONE</th>
<th>EMAIL</th>
</tr>
</thead>
</table>

The work described in these plans and specifications requires coordination between the Contractor and the utility companies in accordance with subsection 105.10 in conducting their respective operations as necessary to complete the utility work with minimum delay to the project.

BASIS OF PAYMENT

All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the work. No monetary compensation will be made to the Contractor for delays or any other issues related to utility conflicts.

END OF SECTION
<table>
<thead>
<tr>
<th>Provision</th>
<th>Date</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revision of Section 105 – Disputes and Claims for Contract Adjustment</td>
<td>(December 7, 2017)</td>
<td>108</td>
</tr>
<tr>
<td>Revision of Section 106 – Supplier List</td>
<td>(July 3, 2017)</td>
<td>143</td>
</tr>
<tr>
<td>Revision of Section 107 – Laws to be Observed</td>
<td>(October 12, 2017)</td>
<td>144</td>
</tr>
<tr>
<td>Revision of Section 108 – Subletting of Contract</td>
<td>(October 12, 2017)</td>
<td>145</td>
</tr>
<tr>
<td>Revision of Section 109 – Prompt Payment (Local Agency)</td>
<td>(July 3, 2017)</td>
<td>146</td>
</tr>
<tr>
<td>Revision of Section 208 – Erosion Control</td>
<td>(July 3, 2017)</td>
<td>148</td>
</tr>
<tr>
<td>Disadvantaged Business Enterprise (DBE) Requirements (Local Agency)</td>
<td>(July 3, 2017)</td>
<td>159</td>
</tr>
<tr>
<td>Minimum Wages Colorado – Weld County Decision Number CO180024</td>
<td>(January 5, 2018)</td>
<td>165</td>
</tr>
<tr>
<td>On the Job Training (OJT)</td>
<td>(July 3, 2017)</td>
<td>172</td>
</tr>
<tr>
<td>Required Provisions for Federal-Aid Construction Contracts (FHWA-1273)</td>
<td>(July 3, 2017)</td>
<td>175</td>
</tr>
</tbody>
</table>
Section 105 of the Standard Specifications is hereby revised for this project as follows:

Delete subsections 105.22, 105.23 and 105.24 and replace with the following:

105.22 Dispute Resolution. Subsections 105.22, 105.23, and 105.24 detail the process through which the parties (CDOT and the Contractor) agree to resolve any issue that may result in a dispute. The intent of the process is to resolve issues early, efficiently, and as close to the project level as possible. Figure 105-1 in the standard special provisions outlines the process. Specified time frames may be extended by mutual agreement of the Engineer and the Contractor. In these subsections, when a time frame ends on a Saturday, Sunday or holiday, the time frame shall be extended to the next scheduled work day.

An issue is a disagreement concerning contract price, time, interpretation of the Contract, or all three between the parties at the project level regarding or relating to the Contract. Issues include, but are not limited to, any disagreement resulting from a delay, a change order, another written order, or an oral order from the Project Engineer, including any direction, instruction, interpretation, or determination by the Project Engineer, interpretations of the Contract provisions, plans, or specifications or the existence of alleged differing site conditions.

The Contractor shall be barred from any administrative, equitable, or legal remedy for any issue which meets either of the following criteria;

1. The Contractor did not bring the issue to the Project Engineer’s attention in writing within 20 days of the Contractor being aware of the issue.
2. The Contractor fails to continually (weekly or otherwise approved by both parties) work with CDOT towards a resolution.

A dispute is an issue in which the Contractor and CDOT have not been able to resolve and of which the Contractor submits a written formal notice of dispute per section (b) below.

A claim is a dispute not resolved at the Resident Engineer level or resolved after a DRB recommendation.

The term "merit" refers to the right of a party to recover on a claim or dispute, irrespective of quantum, based on the substance, elements, and grounds of that claim or dispute. The term "quantum" refers to the quantity or amount of compensation or time deserved when a claim or dispute is found to have merit.

Disputes from subcontractors, material suppliers, or any other entity not party to the Contract shall be submitted through the Contractor. Review of a pass-through dispute does not create privity of Contract between CDOT and the subcontractor.

An audit may be performed by the Department for any dispute. Refer to subsection 105.24 for audit requirements.

If CDOT does not respond within the specified timelines, the Contractor may advance the dispute to the next level.

When the Project Engineer is a Consultant Project Engineer, actions, decisions, and determinations specified herein as made by the Project Engineer shall be made by the Resident Engineer.

The dispute resolution process set forth in this subsection shall be exhausted in its entirety prior to initiation of litigation or arbitration. Failure to comply with the requirements set forth in this subsection shall bar either party from any further administrative, equitable, or legal remedy. If a deadline is missed that does not prejudice either party, further relief shall be allowed.

All written notices of dispute shall be submitted within 30 days of date of the Project Engineer’s Final Acceptance letter; see subsection 105.21(b).
When a project has a landscape maintenance period, the Project Engineer will grant partial acceptance in accordance with subsection 105.21(a). This partial acceptance will be project acceptance of all the construction work performed prior to this partial acceptance.

All disputes and claims related to the work in which this partial acceptance is granted shall be submitted within 30 days of the Project Engineer’s partial acceptance.

Should the Contractor’s dispute use the Total Cost approach for calculating damages, damages will be determined by subtracting the contract amount from the total cost of performance. Should the Contractor’s dispute use the Modified Total Cost approach for calculating damages, if the Contractor’s bid was unrealistic in part, and/or some of its costs were unreasonable and/or some of its damages were caused by its own errors, those costs and damages will be deducted from the total cost of performance to arrive at the Modified Total Cost. The Total Cost or Modified Total Cost basis for calculating damages shall not be available for any disputes or claims seeking damages where the Contractor could have kept separate cost records at the time the dispute arose as described in subsection 105.22(a).

(a) Document Retention. The Contractor shall keep full and complete records of the costs and additional time incurred for each dispute for a period of at least three years after the date of final payment or until dispute is resolved, whichever is more. The Contractor, subcontractors, and lower tier subcontractors shall provide adequate facilities, acceptable to the Engineer, for an audit during normal business hours. The Contractor shall permit the Engineer or Department auditor to examine and copy those records and all other records required by the Engineer to determine the facts or contentions involved in the dispute. The Contractor shall identify and segregate any documents or information that the Contractor considers particularly sensitive, such as confidential or proprietary information.

Throughout the dispute, the Contractor and the Project Engineer shall keep complete daily records of extra costs and time incurred, in accordance with the following procedures:

1. Daily records shall identify each operation affected, the specific locations where work is affected, and the potential effect to the project’s schedule. Such records shall also reflect all labor, material, and equipment applicable to the affected operations.
2. On the first work day of each week following the date of the written notice of dispute, the Contractor shall provide the Project Engineer with the daily records for the preceding week. If the Contractor’s records indicate costs greater than those kept by the Department, the Project Engineer will meet with the Contractor and present his records to the Contractor at the meeting. The Contractor shall notify the Engineer in writing within three work days of any inaccuracies noted in, or disagreements with, the Department’s records.

(b) Initial Dispute Resolution Process. To initiate the dispute resolution process the Contractor shall provide a written notice of dispute to the Project Engineer upon the failure of the Parties to resolve the issue through negotiation. Disputes will not be considered unless the Contractor has first complied with specified issue resolution processes such as those specified in subsections 104.02, 106.05, 108.08(a), and 108.08(d).

The Contractor shall supplement the written notice of dispute within 15 days with a written Request for Equitable Adjustment (REA) providing the following:

(1) The date of the dispute.
(2) The nature of the circumstances which caused the dispute.
(3) A detailed explanation of the dispute citing specific provisions of the Contract and any basis, legal or factual, which support the dispute.
REVISION OF SECTION 105
DISPUTES AND CLAIMS FOR CONTRACT ADJUSTMENTS

(4) If any, the estimated quantum, calculated in accordance with methods set forth in subsection 105.24(b)12., with supporting documentation

(5) An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption. This analysis shall meet the requirements of subsection 108.08(d).

The Contractor shall submit as much information on the quantum and impacts to the Contract time as is reasonably available with the REA and then supplement the REA as additional information becomes available. If the dispute escalates to the DRB process, neither party shall provide or present to the DRB any issue or any information that was not contained in the Request for Equitable Adjustment and fully submitted in writing to the Project Engineer and Resident Engineer during the 105.22 process.

(c) Project Engineer Review. Within 15 days after receipt of the REA, the Project Engineer will meet with the Contractor to discuss the merits of the dispute. Within seven days after this meeting, the Project Engineer will issue a written decision on the merits of the dispute.

The Project Engineer will either deny the merits of the dispute or notify the Contractor that the dispute has merit. This determination will include a summary of the relevant facts, Contract provisions supporting the determination, and an evaluation of all scheduling issues that may be involved.

If the dispute is determined to have merit, the Contractor and the Project Engineer will determine the adjustment in payment, schedule, or both within 30 days. When a satisfactory adjustment is determined, it shall be implemented in accordance with subsections 106.05, 108.08, 109.04, 109.05 or 109.10 and the dispute is resolved.

If the Contractor accepts the Project Engineer's denial of the merits of the dispute, the dispute is resolved and no further action will be taken. If the Contractor does not respond in seven days, it will be assumed he has accepted the denial. If the Contractor rejects the Project Engineer's denial of the merits of the dispute or a satisfactory adjustment of payment or schedule cannot be agreed upon within 30 days, the Contractor may further pursue resolution of the dispute by providing written notice to the Resident Engineer within seven days, according to subsection 105.22(d).

(d) Resident Engineer Review. Within seven days after receipt of the Contractor's written notice to the Resident Engineer of unsatisfactory resolution of the dispute, the Project Engineer and Resident Engineer will meet with the Contractor to discuss the dispute. Meetings shall continue weekly for a period of up to 30 days and shall include a Contractor's representative with decision authority above the project level.

If these meetings result in resolution of the dispute, the resolution will be implemented in accordance with subsections 108.08, 109.04, 109.05, or 109.10 and the dispute is resolved.

If these meetings do not result in a resolution or the participants mutually agree that they have reached an impasse, the dispute shall be presented to the Dispute Review Board in accordance with subsection 105.23.

105.23 Dispute Review Board. A Dispute Review Board (DRB) is an independent third party that will provide specialized expertise in technical areas and administration of construction contracts. The DRB will assist in and facilitate the timely and equitable resolution of disputes between CDOT and the Contractor in an effort to avoid animosity and construction delays, and to resolve disputes as close to the project level as possible. The DRB shall be established and operate as provided herein and shall serve as an independent and impartial board. A DRB member shall not be called as witness for future litigation.

There are two types of DRBs: the "On Demand DRB" and the "Standing DRB". The DRB shall be an "On Demand DRB" unless a "Standing DRB" is specified in the Contract. An On Demand DRB shall be established only when the Project Engineer initiates a DRB review in accordance with subsection 105.23(a). A Standing
DRB, when specified in the Contract, shall be established at the beginning of the project.

(a) *Initiation of Dispute Review Board Review.* When a dispute has not been resolved in accordance with subsection 105.22, the Project Engineer will initiate the DRB review process within 5 days after the period described in subsection 105.22(d).

(b) *Formation of Dispute Review Board.* DRBs will be established in accordance with the following procedures:

1. CDOT, in conjunction with the Colorado Contractors Association, will maintain a statewide list of pre-approved DRB candidates experienced in construction processes and the interpretation of contract documents and the resolution of construction disputes. Only individuals who have completed training (currently titled DRB Administration & Practice Training) through the Dispute Resolution Board Foundation or otherwise approved by CDOT can be a DRB member. DRB nominees shall be selected from the list of Pre-Approved candidates. When a DRB is formed, the parties shall execute the agreement set forth in subsection 105.23(l).

2. If the dispute has a value of $250,000 or less, the On Demand DRB shall have one member. The Contractor and CDOT shall select the DRB member and execute the Three Party Agreement within 30 days of initiating the DRB process. If the parties do not agree on the DRB member, each shall select five candidates. Each party shall numerically rank their list using a scale of one to five with one being their first choice and five being their last choice. If common candidates are listed, the lowest combined numerical ranking shall be selected. If there is no common candidate, the lists shall be combined and each party shall eliminate three candidates from the list. Each party shall then numerically rank the remaining candidates, with No. 1 being the first choice. The candidate with the lowest combined numerical ranking shall be the DRB member. CDOT Project Engineer will be responsible for having all parties execute the agreement.

3. If the dispute has a value over $250,000, the On Demand DRB shall have three members. The Contractor and CDOT shall each select a member and those two members shall select a third. Once the third member is approved the three members will nominate one of them to be the Chair and execute the Three Party Agreement within 45 days of initiating the DRB process.

4. The Standing DRB shall always have three members. The Contractor and CDOT shall each select a member and those two members shall select a third member. Once the third member is approved the three members will nominate one of them to be the Chair. The Contractor and CDOT shall submit their proposed Standing DRB members within 5 days of execution of the Contract. The third member shall be approved before the Pre-Construction Conference. The third member shall be selected within 15 days of execution of the Contract. Prior to construction starting the parties shall execute the Three Party Agreement. The CDOT Project Engineer will be responsible for having all parties execute the agreement. The Project Engineer will invite the Standing DRB members to the Preconstruction and any Partnering conferences.

5. DRB members shall not have been involved in the administration of the project under consideration. CDOT and the Contractor shall inform its selected DRB member who the major firms/people are on the project and request its selected DRB member to review the CDOT disclosure requirements and Canon of Ethics and then submit a disclosure statement which shall also be submitted to the other party. DRB candidates shall complete the DRB Disclosure Requirements & DRB Nominee Disclosure Form and disclose to the parties the following relationships:

   (1) Prior employment with either party
   (2) Prior or current financial interests or ties to either party
   (3) Prior or current professional relationships with either party
   (4) Anything else that might bring into question the impartiality or independence of the DRB member
5.

REVISION OF SECTION 105

DISPUTES AND CLAIMS FOR CONTRACT ADJUSTMENTS

(5) Prior to agreeing to serve on a DRB, members shall notify all parties of any other CDOT DRB’s they are serving or that they will be participating in another DRB.

If either party objects to the selection of the chair or other DRB members based on the disclosures, or based on information not disclosed, which might bring into question the impartiality, independence, or performance of the potential member, that potential member shall not be placed on the Board.

6. There shall be no ex parte communications with the DRB at any time.

7. The service of a Board member may be terminated only by written agreement of both parties.

(c) If a Board member resigns, is unable to serve, or is terminated, a new Board member shall be selected within four weeks in the same manner as the Board member who was removed was originally selected.

(d) Additional Responsibilities of the Standing Disputes Review Board

1. General. No later than 10 days after the Three Party Agreement has been signed by the Chief Engineer, the DRB will coordinate with the parties on the date and location of the initial DRB meeting.

   (1) Obtain copies of the Contract documents and Contractor’s schedules for each of the Board members.

   (2) Agree on the location of future meetings, which shall be reasonably close to the project site.

   (3) Establish an address and telephone number for each Board member for the purposes of Board business.

2. Regular meetings. Regular meetings of the Board shall be held approximately every 120 to 180 days throughout the life of the Contract, except that this schedule may be modified to suit developments on the job as the work progresses. Regular meetings shall be attended by representatives of the Contractor and the Department.

3. The Board shall establish an agenda for each meeting which will cover all items that the Board considers necessary to keep it abreast of the project such as construction status, schedule, potential problems and solutions, status of past claims and disputes, and potential claims and disputes. Copies of each agenda shall be submitted to the Contractor and the Department at least seven days before the meeting date. Oral or written presentations or both shall be made by the Contractor and the Department as necessary to give the Board all the data the Board requires to perform its functions. The Board will prepare minutes of each meeting, circulate them to all participants for comments and approval, and issue revised minutes before the next meeting. As a part of each regular meeting, a field inspection trip of all active segments of the work at the project site may be made by the Board, the Contractor, and the Department.

4. Advisory Opinions

   (1) Advisory opinions are typically used soon after the parties find they have a potential dispute and have conducted preliminary negotiations but before expenditure of additional resources and hardening their positions. Advisory opinions provide quick insight into the DRB’s likely assessment of the dispute. This process is quick and may be entirely oral and does not prejudice the opportunity for a DRB hearing.

   (2) Both parties must agree to seek an advisory opinion and so notify the chairperson. The procedure for requesting and issuing advisory opinions should be discussed with the DRB at the first meeting with the parties.

   (3) The DRB shall issue a one-page written opinion within 5 days of the hearing.
(4) The opinion is only advisory and does not require an acceptance or rejection by either party. If the dispute is not resolved and a hearing is held, the oral presentations and advisory opinion are completely disregarded and the DRB hearing procedure is followed.

(5) Advisory opinions should be limited to merit issues only.

(e) Arranging a Dispute Review Board Hearing. When the Project Engineer initiates the DRB review process, the Project Engineer will:

1. Contact the Contractor and the DRB to coordinate an acceptable hearing date and time. The hearing shall be held at the Resident Engineer’s office unless an alternative location is agreed to by both parties. Unless otherwise agreed to by both parties an On Demand DRB hearing will be held within 30 days after the Three Party Agreement is signed by the CDOT Chief Engineer. Unless otherwise agreed to by both parties, a Standing DRB hearing will be held within 30 days after the DRB has been requested per subsection 105.23(a).

2. Ensure DRB members have copies of all documents previously prepared by the Contractor and CDOT pertaining to the dispute, the DRB request, the Contract documents, and the special provisions at least two weeks before the hearing.

(f) Pre-Hearing Submittal: All Pre-Hearing Submittals shall include only arguments, supporting documentation, quantum, and other information as previously submitted in writing and as previously disputed in the formal dispute process covered in subsection 105.22 (b), (c), and (d). All Pre-Hearing Submittals planned to be used at the hearing, shall be submitted to the other party 35 days prior to the hearing for review for compliance with this requirement. If either party contends there are new arguments, supporting documents, new quantum, or any new information in a pre-Hearing Submittal, and the other party objects to this information being presented to the DRB, the objecting party shall submit its objections in writing to the other party within 10 days. The parties shall meet within 5 days to reconcile the objection before the submittal is submitted to the DRB. If the parties cannot reconcile the objection, but the new argument, supporting documentation, new quantum, or new information does not change either party’s position on merit or quantum, the information shall be allowed in the Pre-Hearing submittal and presented to the DRB. If the parties cannot reconcile the objections within the 5 days allowed, each party shall submit a one page brief on their objections, but not the actual information objected to, to the DRB for a decision on the use of the documents. The DRB shall not approve any information simply because it is relevant to the dispute or referenced during the dispute. Neither party shall attempt to present anything to the DRB which they did not present to the other party during the dispute process. The dispute process shall be delayed while this determination is being made and a new hearing date set, if necessary. Pre-Hearing Submittals to the DRB are as follows:

1. Joint Statement: At least 20 days prior to the hearing the Joint Statement(s) shall be submitted to the DRB. The parties shall make every attempt to agree upon a Joint Statement of the dispute. If the parties cannot agree on the Joint Statement, each party’s independent statement shall be submitted to the DRB. The Joint Statement shall summarize, in a few sentences, the nature of the dispute(s) and the scope of the desired decision.

2. Position Paper: At least 15 days prior to the hearing, CDOT and the Contractor shall submit by email to the DRB Chairperson their party’s Position Paper. The DRB Chairperson shall simultaneously distribute by email the Position Papers to all parties and other DRB members, if any. The position paper shall contain the following:
7
REVISION OF SECTION 105
DISPUTES AND CLAIMS FOR CONTRACT ADJUSTMENTS

(1) The basis and justification for the party's position, with reference to specific contract language and the supporting documents of each element of the disputes.

(2) A list of proposed attendees for the hearing. In the event of any objection by a party, the DRB shall make a final determination as to who attends the hearing.

(3) When the scope of the hearing includes quantum, full cost details, calculated in accordance with methods set forth in subsection 105.24(b)12. The Scope of the hearing will not include quantum if CDOT has ordered an audit and that audit has not been completed.

3. Supporting Documents: At least 15 days prior to the hearing, each party shall submit a copy of all its supporting documents to the DRB and the other party. Supporting documents include any presentations, visuals, or handouts planned to be used at the hearing. To minimize duplication and repetitiveness, the parties are encouraged to identify a common set of documents that will be referred to by both parties and submit them in a separate package to the DRB at least 20 days prior to the hearing. Common documents are communications between parties, speed memos, change orders, schedules, request for equitable adjustment, and correspondence, and any document used in the Subsection 105.22 process. CDOT shall submit the common set of documents to the Board and Contractor.

4. If relevant to the dispute and requested by the Board, the Engineer shall provide to the DRB either website links, electronic pdf's, or hard copies of pertinent contract documents such as plans, specifications, and M&S Standards.

(g) Pre-Hearing Phone Conference: A pre-hearing phone conference with all Board members and the parties shall be conducted as soon as a hearing date is established, but no later than 10 days prior to the hearing. The DRB Chairperson shall explain the specifics of how the hearing will be conducted including how the two parties will present their information.(Ex. Each party makes a full presentation of their positions or presentations will be made on a "point by point" basis with each party making a presentation only on the individual dispute issue before moving onto the next issue.)

If the pre-hearing position papers and documents have been received by the DRB prior to the conference call, the Chairperson shall discuss the estimated hours of review and activities for the disputes (such as time spent evaluating and preparing recommendation on specific issues presented to the DRB). If the pre-hearing position papers and documents have not been received by the Board prior to the conference call, another conference call will be scheduled during the initial conference call to discuss the estimated hours of review. The Engineer shall coordinate the conference call.

(h) Dispute Review Board Hearing. The DRB shall preside over a hearing. The chairperson shall control the hearing and conduct it as follows:

1. An employee of CDOT presents a brief description of the project and the status of construction on the project.

2. The party that requested the DRB presents the dispute in detail as supported by previously submitted information and documentation in the pre-hearing position paper. No new information or disputes will be heard or addressed by the DRB. Rebuttals of the other party’s arguments shall not be presented at this time.

3. The other party presents its position in detail as supported by previously submitted information and documentation.

4. The party that requested the DRB presents their rebuttals followed by the other party's rebuttals.
5. Upon completion of their presentations and rebuttals, both parties and the DRB will be provided the opportunity to exchange questions and answers. Questions from the parties shall be directed to the Chairperson. Attendees may respond only when board members request a response.

6. Employees of each party are responsible for leading presentations at the DRB hearing.

7. Attorneys shall not participate in the hearing unless the DRB specifically addresses an issue to them or unless agreed to by both parties. Should the parties disagree on attorney participation, the DRB shall decide on what, if any, participation will be permitted. Attorneys representing the parties are permitted to attend the hearing, provided their presence has been noted in the pre-hearing submittal.

8. Either party may use experts only if the expert has previously presented to the other party before the DRB process. A party intending to offer an outside expert's analysis at the hearing shall disclose such intention in the pre-hearing position paper. The expert's name and a general statement of the area of the dispute that will be covered by his presentation shall be included in the disclosure. The other party may present an outside expert to address or respond to those issues that may be raised by the disclosing party's outside expert.

9. If both parties approve, the DRB may retain an outside expert. The DRB chairperson shall include the cost of the outside expert in the DRB's regular invoice. CDOT and the Contractor shall equally bear the cost of the services of the outside expert employed by the DRB.

10. If either party attempts to present an argument, documentation, quantum, or new information which the other party feels was not in the Pre-Hearing submittals, the chairperson shall require the party to demonstrate where in the Pre-Hearing submittals the information in question resides.

11. If either party fails to timely deliver a position paper, the DRB may reschedule the hearing one time. On the final date and time established for the hearing, the DRB shall proceed with the hearing using the information that has been submitted.

12. If a party fails to appear at the hearing, the DRB shall proceed as if all parties were in attendance.

(i) **Dispute Review Board Recommendation.** The DRB shall issue a Recommendation in accordance with the following procedures:

1. The DRB shall not make a recommendation on the dispute at the meeting. Prior to the closure of the hearing, the DRB members and the Contractor and CDOT together will discuss the time needed for analysis and review of the dispute and the issuance of the DRB's recommendation. The maximum time shall be 30 days unless otherwise agreed to by both parties. At a minimum, the recommendation shall contain all the elements listed in Rule 35, Form of Award, of the Arbitration Regular Track Provisions listed at the end of subsection 105.24. After the meeting has been closed, the DRB shall prepare a written Recommendation signed by each member of the DRB. In the case of a three member DRB, where one member dissents that member shall prepare a written dissent and sign it.

2. The chairperson shall transmit the signed Recommendation and any supporting documents to both parties.

(j) **Clarification and Reconsideration of Recommendation.** Either party may request in writing a clarification or reconsideration of a decision within ten days following receipt of the Recommendation. Within ten days after receiving the request, the DRB shall provide written clarification or reconsideration to both parties.

Requests for clarification or reconsideration shall be submitted in writing simultaneously to the DRB and to the other party.

The Board shall not accept requests for reconsideration that amount to a renewal of a prior argument or additional argument based on facts available at the time of the hearing. The Board shall not consider any
documents or arguments which have not been made a part of the pre-hearing submittal other than clarification and data supporting previously submitted documentation.

Only one request for clarification or reconsideration per dispute from each party will be allowed.

(k) Acceptance or Rejection of Recommendation. CDOT and the Contractor shall submit their written acceptance or rejection of the Recommendation, in whole or in part, concurrently to the other party and to the DRB within 14 days after receipt of the Recommendation or following receipt of responses to requests for clarification or reconsideration.

If the parties accept the Recommendation or a discreet part thereof, it will be implemented in accordance with subsections 108.08, 109.04, 109.05, or 109.10 and the dispute is resolved.

If either party rejects the Recommendation in whole or in part, it shall give written explanation to the other party and the DRB within 14 days after receiving the Recommendation. When the Recommendation is rejected in whole or in part by either party, the other party may either abandon the dispute or pursue a formal claim in accordance with subsection 105.24.

If either party fails to submit its written acceptance or rejection of the Dispute Board’s recommendation, according to these specifications, such failure shall constitute that party’s acceptance of the Board’s recommendation.

(l) Admissibility of Recommendation. Recommendations of a DRB issued in accordance with subsection 105.23 are admissible in subsequent proceedings but shall be prefaced with the following paragraph:

This Recommendation may be taken under consideration with the understanding that:

1. The DRB Recommendation was a proceeding based on presentations by the parties.
2. No fact or expert witnesses presented sworn testimony or were subject to cross-examination.
3. The parties to the DRB were not provided with the right to any discovery, such as production of documents or depositions.
4. There is no record of the DRB hearing other than the Recommendation.

(m) Cost and Payments.

1. General Administrative Costs. The Contractor and the Department shall equally share the entire cost of the following to support the Board’s operation:
   (1) Copies of Contract and other relevant documentation
   (2) Meeting space and facilities
   (3) Secretarial Services
   (4) Telephone
   (5) Mail
   (6) Reproduction
   (7) Filing

2. The Department and the Contractor shall bear the costs and expenses of the DRB equally. Each DRB board member shall be compensated at an agreed rate of $1,200 per day if time spent on-site per meeting is greater than four hours. Each DRB board member shall be compensated at an agreed rate of $800 per day if time spent on-site per meeting is less than or equal to four hours. The time spent traveling to and from each meeting shall be reimbursed at $50 per hour if the travel distance is more than 50 miles. The agreed daily and travel time rates shall be considered full compensation for on-site time,
travel expenses, transportation, lodging, time for travel of more than 50 miles and incidentals for each day, or portion thereof that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRB), has been specifically agreed to in advance by the Department and Contractor. Time away from the project that has been specifically agreed to in advance by the parties will be compensated at an agreed rate of $125 per hour. The agreed amount of $125 per hour shall include all incidentals. Members serving on more than one DRB, regardless of the number of meetings per day, shall not be paid more than the all-inclusive rate per day or rate per hour for an individual project.

3. Payments to Board Members and General Administrative Costs. Each Board member shall submit an invoice to the Contractor for fees and applicable expenses incurred each month following a month in which the Board members participated in Board functions. Such invoices shall be in the format established by the Contractor and the Department. The Contractor shall submit to the Department copies of all invoices. No markups by the Contractor will be allowed on any DRB costs. The Department will split the cost by authorizing 50 percent payment on the next progress payment. The Contractor shall make all payments in full to Board members within seven calendar days after receiving payment from the Department for this work.
Dispute Review Board Three Party Agreement.

This Three Party Agreement, made as of the date signed by the Chief Engineer below, by and between:

the Colorado Department of Transportation, hereinafter called the "Department"; and

hereinafter called the "Contractor"; and

hereinafter called the "Dispute Review Board" or "Board".

WHEREAS, the Department is now engaged in the construction of the [Project Name]

and

WHEREAS, the Contract provides for the establishment of a Board in accordance with subsections 105.22 and 105.23 of the specifications.

NOW, THEREFORE, it is hereby agreed:

ARTICLE I
DESCRIPTION OF WORK AND SERVICES

The Department and the Contractor shall form a Board in accordance with this agreement and the provisions of subsection 105.23.

ARTICLE II
COMMITMENT ON PART OF THE PARTIES HERETO

The parties hereto shall faithfully fulfill the requirements of subsection 105.23 and the requirements of this agreement.

ARTICLE III
COMPENSATION

The parties shall share equally in the cost of the Board, including general administrative costs (meeting space and facilities, secretarial services, telephone, mail, reproduction, filing) and the member's individual fees. Reimbursement of the Contractor's share of the Board expenses for any reason is prohibited.

The Contractor shall make all payments in full to Board members. The Contractor will submit to the Department an itemized statement for all such payments, and the Department will split the cost by including 50 percent payment on the next progress payment. The Contractor and the Department will agree to accept invoiced costs prior to payment by the Contractor.
Board members shall keep all fee records pertaining to this agreement available for inspection by representatives of the Department and the Contractor for a period of three years after the termination of the Board members’ services.

Payment to each Board member shall be at the fee rates established in subsection 105.23 and agreed to by each Board member, the Contractor, and the Department. In addition, reimbursement will be made for applicable expenses.

Each Board member shall submit an invoice to the Contractor for fees incurred each month following a month in which the members participated in Board functions. Such invoices shall be in the format established by the Contractor and the Department.

Payments shall be made to each Board member within 60 days after the Contractor and Department have received all the applicable billing data and verified the data submitted by that member. The Contractor shall make payment to the Board member within seven calendar days of receipt of payment from the Department.

**ARTICLE IV
ASSIGNMENT**

Board members shall not assign any of the work to be performed by them under this agreement. Board members shall disclose any conflicts of interest including but not limited to any dealings with the either party in the previous five years other than serving as a Board member under other contracts.

**ARTICLE V
COMMENCEMENT AND TERMINATION OF SERVICES**

The commencement of the services of the Board shall be in accordance with subsection 105.23 of the specifications and shall continue until all assigned disputes under the Contract which may require the Board’s services have been heard and a Recommendation has been issued by the Board as specified in subsection 105.23. If a Board member is unable to fulfill his responsibilities for reasons specified in subsection 105.23(b)7, he shall be replaced as provided therein, and the Board shall fulfill its responsibilities as though there had been no change.

**ARTICLE VI
LEGAL RELATIONS**

The parties hereto mutually agree that each Board member in performance of his duties on the Board is acting as an independent contractor and not as an employee of either the Department or the Contractor. Board members will guard their independence and avoid any communication about the substance of the dispute without both parties being present.
The Board members are absolved of any personal liability arising from the Recommendations of the Board. The parties agree that members of the dispute review board panel are acting as mediators for purposes of C.R.S. § 13-22-302(4) and, as such, the liability of any dispute review board member shall be limited to willful and wanton misconduct as provided for in C.R.S. § 13-22-305(6).

DRB members shall not be called as witness for future litigation.

DISPUTE REVIEW BOARD

THREE PARTY AGREEMENT PAGE 3
COLORADO PROJECT NO.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first written above.

BOARD MEMBER: ________________________________ .

BY: ________________________________ .

BOARD MEMBER: ________________________________ .

BY: ________________________________ .

BOARD MEMBER: ________________________________ .

BY: ________________________________ .

BOARD MEMBER: ________________________________ .

BY: ________________________________ .

CONTRACTOR: ________________________________ .

BY: ________________________________ .

TITLE: COLORADO DEPARTMENT OF TRANSPORTATION

BY: ________________________________ Date: ________ .

TITLE: CHIEF ENGINEER
105.24 Claims for Unresolved Disputes. The Contractor may file a claim only if the disputes resolution process described in subsections 105.22 and 105.23 has been exhausted without resolution of the dispute. Other methods of nonbinding dispute resolution, exclusive of arbitration and litigation, can be used if agreed to by both parties.

This subsection applies to any unresolved dispute or set of disputes between CDOT and the Contractor with an aggregate value of more than $15,000. Unresolved disputes with an aggregate value of more than $15,000 from subcontractors, materials suppliers or any other entity not a party to the Contract shall be submitted through the Contractor in accordance with this subsection as a pass-through claim. Review of a pass-through claim does not create privity of Contract between CDOT and any other entity.

Subsections 105.22, 105.23 and 105.24 provide both contractual alternative dispute resolution processes and constitute remedy-granting provisions pursuant to Colorado Revised Statutes which must be exhausted in their entirety.

Merit-binding arbitration or litigation proceedings must commence within 180-calendar days of the Chief Engineer's decision, absent written agreement otherwise by both parties.

The venue for all unresolved disputes with an aggregate value $15,000 or less shall be the County Court for the City and County of Denver.

Non-binding Forms of alternative dispute resolution such as Mediation are available upon mutual agreement of the parties for all claims submitted in accordance with this subsection.

The cost of the non-binding ADR process shall be shared equally by both parties with each party bearing its own preparation costs. The type of nonbinding ADR process shall be agreed upon by the parties and shall be conducted within the State of Colorado at a mutually acceptable location. Participation in a nonbinding ADR process does not in any way waive the requirement that merit-binding arbitration or litigation proceedings must commence within 180-calendar days of the Chief Engineer's decision, absent written agreement otherwise by both parties.

(a) Notice of Intent to File a Claim.

Within 30 days after rejection of the Dispute Resolution Board's Recommendation issued in accordance with subsection 105.23, the Contractor shall provide the Region Transportation Director with a written notice of intent to file a claim. The Contractor shall also send a copy of this notice to the Resident Engineer. For the purpose of this subsection Region Transportation Director shall mean the Region Transportation Director or the Region Transportation Director's designated representative. CDOT will acknowledge in writing receipt of Notice of Intent within 7 days.

(b) Claim Package Submission. Within 60 days after submitting the notice of intent to file a claim, the Contractor shall submit five copies of a complete claim package representing the final position the Contractor wishes to have considered. All claims shall be in writing and in sufficient detail to enable the RTD to ascertain the basis and amount of claim. The claim package shall include all documents supporting the claim, regardless of whether such documents were provided previously to CDOT.

If requested by the Contractor the 60 day period may be extended by the RTD in writing prior to final acceptance. As a minimum, the following information shall accompany each claim.

1. A claim certification containing the following language, as appropriate:

A. For a direct claim by the Contractor:
December 7, 2017

15

REVISION OF SECTION 105
DISPUTES AND CLAIMS FOR CONTRACT ADJUSTMENTS

CONTRACTOR'S CLAIM CERTIFICATION

Under penalty of law for perjury or falsification, the undersigned, (name) , (title) , of (company) , hereby certifies that the claim of $ for extra compensation and ____ Days additional time, made herein for work on this contract is true to the best of my knowledge and belief and supported under the Contract between the parties. This claim package contains all available documents that support the claims made herein and I understand that no additional information, other than for clarification and data supporting previously submitted documentation, may be presented by me.

Dated /s/

Subscribed and sworn before me this ___ day of ____________________________.

________________________________________

NOTARY PUBLIC

My Commission Expires: _______________________

B. For a pass-through claim:

PASS-THROUGH CLAIM CERTIFICATION

Under penalty of law for perjury or falsification, the undersigned, (name) , (title) , of (company) , hereby certifies that the claim of $ for extra compensation and ____ Days additional time, made herein for work on this Project is true to the best of my knowledge and belief and supported under the contract between the parties. This claim package contains all available documents that support the claims made herein and I understand that no additional information, other than for clarification and data supporting previously submitted documentation, may be presented by me.

Dated /s/

Subscribed and sworn before me this ___ day of ____________________________.

________________________________________

NOTARY PUBLIC

My Commission Expires: _______________________

Dated /s_______________________

The Contractor certifies that the claim being passed through to CDOT is passed through in good faith and is accurate and complete to the best of my knowledge and belief.

Dated /s/

Subscribed and sworn before me this ___ day of ____________________________.

________________________________________

NOTARY PUBLIC

My Commission Expires: _______________________

2. A detailed factual statement of the claim for additional compensation, time, or both, providing all necessary dates, locations, and items of work affected by the claim. The Contractor's detailed factual statement shall expressly describe the basis of the claim and factual evidence supporting the claim. This requirement is not satisfied by simply incorporating into the claim package other documents that describe the basis of the claim and supporting factual evidence.
3. The date on which facts were discovered which gave rise to the claim.

4. The name, title, and activity of all known CDOT, Consultant, and other individuals who may be knowledgeable about facts giving rise to such claim.

5. The name, title, and activity of all known Contractor, subcontractor, supplier and other individuals who may be knowledgeable about facts giving rise to such claim.

6. The specific provisions of the Contract, which support the claim and a statement of the reasons why such provisions support the claim.

7. If the claim relates to a decision of the Project Engineer, which the Contract leaves to the Project Engineer's discretion, the Contractor shall set out in detail all facts supporting its position relating to the decision of the Project Engineer.

8. The identification of any documents and the substance of all oral communications that support the claim.

9. Copies of all known documents that support the claim.

10. The Dispute Review Board Recommendation.

11. If an extension of contract time is sought, the documents required by subsection 108.08(d).

12. If additional compensation is sought, the exact amount sought and a breakdown of that amount into the following categories:

   A. These categories represent the only costs that, if applicable, are recoverable by the Contractor. All other costs or categories of costs are not recoverable:

      (1) Actual wages and benefits, including FICA, paid for additional labor
      (2) Costs for additional bond, insurance and tax
      (3) Increased costs for materials
      (4) Equipment costs calculated in accordance with subsection 109.04(c) for Contractor owned equipment and based on certified invoice costs for rented equipment
      (5) Costs of extended job site overhead (only applies if the dispute also includes a time extension)

      (6) Salaried employees assigned to the project (only applies if the dispute includes a time extension or if the dispute required salaried employee(s) to be added to the Project.)
      (7) Claims from subcontractors and suppliers at any level (the same level of detail as specified herein is required for all such claims)
      (8) An additional 16 percent will be added to the total of items (1) through (7) as compensation for items for which no specific allowance is provided, including profit and home office overhead.
      (9) Interest shall be paid in accordance with CRS 5-12-102 beginning from the date of the Notice of Intent to File Claim

   B. In adjustment for the costs as allowed above, the Department will have no liability for the following items of damages or expense:

      (1) Profit in excess of that provided in 12.A.(8) above
      (2) Loss of Profit
      (3) Additional cost of labor inefficiencies in excess of that provided in A. above
      (4) Home office overhead in excess of that provided in A. above
      (5) Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities, and insolvency
REVISION OF SECTION 105
DISPUTES AND CLAIMS FOR CONTRACT ADJUSTMENTS

(6) Indirect costs or expenses of any nature in excess of that provided in A. above
(7) Attorney’s fees, claim preparation fees, and expert fees

(c) Audit. An audit may be performed by the Department for any dispute or claim, and is mandatory for all disputes and claims with amounts greater than $250,000. All audits will be complete within 60 days of receipt of the complete claim package, provided the Contractor allows the auditors reasonable and timely access to the Contractor's books and records. For all claims with amounts greater than $250,000 the Contractor shall submit a copy of certified claim package directly to the CDOT Audit Unit at the following address:

Division of Audit
4201 E. Arkansas Ave
Denver, Co. 80222

(d) Region Transportation Director Decision. When the Contractor properly files a claim, the RTD will review the claim and render a written decision to the Contractor to either affirm or deny the claim, in whole or in part, in accordance with the following procedure.

The RTD may consolidate all related claims on a project and issue one decision, provided that consolidation does not extend the time period within which the RTD is to render a decision. Consolidation of unrelated claims will not be made.

The RTD will render a written decision to the Contractor within 60 days after the receipt of the claim package or receipt of the audit whichever is later. In rendering the decision, the RTD: (1) will review the information in the Contractor's claim; (2) will conduct a hearing if requested by either party; and (3) may consider any other information available in rendering a decision.

The RTD will assemble and maintain a claim record comprised of all information physically submitted by the Contractor in support of the claim and all other discoverable information considered by the RTD in reaching a decision. Once the RTD assembles the claim record, the submission and consideration of additional information, other than for clarification and data supporting previously submitted documentation, at any subsequent level of review by anyone, will not be permitted.

The RTD will provide a copy of the claim record and the written decision to the Contractor describing the information considered by the RTD in reaching a decision. If the Contractor accepts the RTD decision, the provisions of the decision shall be implemented in accordance with subsections 108.08, 109.04, 109.05, or 109.10 and the claim is resolved.

If the Contractor disagrees with the RTD decision, the Contractor shall either: (1) accept the RTD decision as final, or (2) file a written appeal to the Chief Engineer within 30 days from the receipt of the RTD decision. The Contractor hereby agrees that if a written appeal is not properly filed, the RTD decision is final.

(e) Chief Engineer Decision. When a claim is appealed, the RTD will provide the claim record to the Chief Engineer. Within 15 days of the appeal either party may submit a written request for a hearing with the Chief Engineer or duly authorized Headquarters delegates. The Chief Engineer or a duly authorized Headquarters delegate will review the claim and render a decision to affirm, overrule, or modify the RTD decision in accordance with the following.

The Contractor's written appeal to the Chief Engineer will be made a part of the claim record.

The Chief Engineer will render a written decision within 60 days after receiving the written appeal. The Chief Engineer will not consider any information that was not previously made a part of the claim record, other than
clarification and data supporting previously submitted documentation.

The Contractor shall have 30 days to accept or reject the Chief Engineer's decision. The Contractor shall notify the Chief Engineer of its acceptance or rejection in writing.

If the Contractor accepts the Chief Engineer's decision, the provisions of the decision will be implemented in accordance with subsections 108.08, 109.04, 109.05, or 109.10 and the claim is resolved.

If the Contractor disagrees with the Chief Engineer's decision, the Contractor shall either (1) pursue an alternative dispute resolution process in accordance with this specification or (2) initiate litigation or merit binding arbitration in accordance with subsection 105.24(f).

If the Chief Engineer does not issue a decision as required, the Contractor may immediately initiate either litigation or merit binding arbitration in accordance with subsection 105.24(f).

For the convenience of the parties to the Contract it is mutually agreed by the parties that any merit binding arbitration or De Novo litigation shall be brought within 180-calendar days from the date of the Chief Engineer's decision. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action.

(f) *De Novo Litigation or Merit Binding Arbitration.* If the Contractor disagrees with the Chief Engineer's decision, the Contractor may initiate de novo litigation or merit binding arbitration to finally resolve the claim that the Contractor submitted to CDOT, depending on which option was selected by the Contractor on Form 1378 which shall be submitted at the preconstruction conference. Such litigation or arbitration shall be strictly limited to those claims that were previously submitted and decided in the contractual dispute and claims processes outlined herein. This does not preclude the joining in one litigation or arbitration of multiple claims from the same project provided that each claim has gone through the dispute and claim process specified in subsections 105.22 through 105.24. The parties may agree, in writing, at any time, to pursue some other form of alternative dispute resolution.

Any offer made by the Contractor or the Department at any stage of the claims process, as set forth in this subsection, shall be deemed an offer of settlement pursuant to Colorado Rule of Evidence 408 and therefore inadmissible in any litigation or arbitration.

If the Contractor selected litigation, then de novo litigation shall proceed in accordance with the Colorado Rules of Civil Procedure and the proper venue is the Colorado State District Court in and for the City and County of Denver, unless both parties agree to the use of arbitration.

If the Contractor selected merit binding arbitration, or if both parties subsequently agreed to merit binding arbitration, arbitration shall be governed by the modified version of ARBITRATION PROVIDER’s Construction Industry Arbitration Rules which follow. Pursuant to the modified arbitration rules (R35 through R39), the arbitrators shall issue a binding decision with regard to entitlement and a non-binding decision with regard to quantum. If either party disagrees with the decision on quantum, the disagreeing party may seek a trial de novo in Denver District Court with regard to quantum only.
REGULAR TRACK PROCEDURES

R-1. Agreement of Parties

(a) The parties shall be deemed to have made these rules a part of their Contract. These rules and any amendments shall apply in the form in effect at the time the administrative requirements are met for a demand for arbitration. The parties, by written agreement, may vary the procedures set forth in these rules. After appointment of the arbitrator, such modifications may be made only with the consent of the arbitrator.

(b) Unless the parties determine otherwise, the Fast Track Procedures shall apply in any case in which aggregate claims do not exceed $100,000, exclusive of interest and arbitration fees and costs. Parties may also agree to use these procedures in larger cases. Unless the parties agree otherwise, these procedures will not apply in cases involving more than two parties except for pass-through claims. The Fast Track Procedures shall be applied as described in Sections F-1 through F-13 of these rules, in addition to any other portion of these rules that is not in conflict with the Fast Track Procedures.

(c) Unless the parties agree otherwise, the Procedures for Large, Complex Construction Disputes shall apply to all cases in which the disclosed aggregate claims of any party is at least $1,000,000, exclusive of claimed interest, arbitration fees and costs. Parties may also agree to use these procedures in cases involving claims under $1,000,000, or in nonmonetary cases. The Procedures for Large, Complex Construction Disputes shall be applied as described in Sections L-1 through L-4 of these rules, in addition to any other portion of these rules that is not in conflict with the Procedures for Large, Complex Construction Disputes.

(d) All other cases shall be administered in accordance with Sections R-1 through R-45 of these rules.

R-2. Independent Arbitration Provider and Delegation of Duties

When parties agree to arbitrate under these rules, or when they provide for arbitration by an independent third-party (Arbitration Provider) and arbitration is initiated under these rules, they thereby authorize the Arbitration Provider to administer the arbitration. The authority and duties of the Arbitration Provider are prescribed in the parties’ Contract and in these rules, and may be carried out through such of the Arbitration Provider’s representatives as it may direct. The Arbitration Provider will assign the administration of an arbitration to its Denver office.

R-3. Initiation of Arbitration

Arbitration shall be initiated in the following manner.

(a) The Contractor shall, within 30 days after the Chief Engineer issues a decision, submit to the Chief Engineer written notice of its intention to arbitrate (the “demand”). The demand shall indicate the appropriate qualifications for the arbitrator(s) to be appointed to hear the arbitration.

(b) CDOT may file an answering statement with the Contractor within 15 days after receiving the demand. If a counterclaim is asserted, it shall contain a statement setting forth the nature of the counterclaim, the amount
involved, if any, and the remedy sought.

(c) The Chief Engineer shall retain an Arbitration Provider, such as the American Arbitration Association, which will administer an arbitration pursuant to these Rules, except to the extent that such rules conflict with the specifications, in which case the specifications shall control.

(d) The Arbitration Provider shall confirm its retention to the parties.

R-4. Consolidation or Joinder

If the parties’ agreement or the law provides for consolidation or joinder of related arbitrations, all involved parties will endeavor to agree on a process to effectuate the consolidation or joinder.

If they are unable to agree, the Arbitration Provider shall directly appoint a single arbitrator for the limited purpose of deciding whether related arbitrations should be consolidated or joined and, if so, establishing a fair and appropriate process for consolidation or joinder. All requests for consolidation or joinder must be submitted to the Arbitration Provider prior to the appointment of an arbitrator or within 90 days of the date the Arbitration Provider determined that all administrative filing requirements were satisfied, whichever is later. The Arbitration Provider may take reasonable administrative action to accomplish the consolidation or joinder as directed by the arbitrator. Requests for consolidation or joinder submitted beyond these timeframes shall not be permitted absent a determination by the Merits Arbitrator that good cause was shown for the late request.

To request consolidation of arbitrations, the requesting party must have filed a demand for arbitration, including the applicable arbitration provision(s) from the parties’ contract(s) and must provide a written request for consolidation which provides the supporting reasons for such request.

To request joinder of parties, the requesting party must file with the AAA a written request to join parties to an existing arbitration which provides the names and contact information for such parties, names and contact information for the parties’ representatives, if known, and supporting reasons for such request.

R-5. Appointment of Arbitrator

An arbitrator shall be appointed in the following manner:

(a) Immediately after the Arbitration Provider is retained, the Arbitration Provider shall send simultaneously to each party to the dispute an identical list of 10 names of potential arbitrators. The parties are encouraged to agree to an arbitrator from the submitted list and to advise the ARBITRATION PROVIDER of their agreement. Absent agreement of the parties, the arbitrator shall not have served as the mediator in the mediation phase of the instant proceeding.

(b) If the parties cannot agree to arbitrator(s), each party to the dispute shall have 15 calendar days from the transmittal date in which to strike names objected to, number the remaining names in order of preference, and return the list to the Arbitration Provider. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the Arbitration Provider shall invite an arbitrator to serve.

(c) Unless both parties agree otherwise one arbitrator shall be used for claims less than $250,000 and three arbitrators shall be used for claims $250,000 and greater. Within 15 calendar days from the date of the
appointment of the last arbitrator, the Arbitration Provider shall appoint a chairperson.

(d) The entire claim record will be made available to the arbitrators by the Chief Engineer within 15 calendar days from the date of the appointment of the last arbitrator.

**R-6. Changes of Claim**

The arbitrator(s) will not consider any information that was not previously made a part of the claim record as transmitted by the Chief Engineer, other than clarification and data supporting previously submitted documentation.

**R-7. Disclosure**

(a) Any person appointed or to be appointed as an arbitrator shall disclose to the Arbitration Provider any circumstance likely to give rise to justifiable doubt as to the arbitrator’s impartiality or independence, including any bias or any interest in the result of the arbitration or any relationship with the parties or their representatives. Such obligation shall remain in effect throughout the arbitration.

(b) Upon receipt of such information from the arbitrator or another source, the Arbitration Provider shall communicate the information to the parties and, if it deems it appropriate to do so, to the arbitrator and others.

(c) In order to encourage disclosure by arbitrators, disclosure of information pursuant to this Section R-6 is not to be construed as an indication that the arbitrator considers that the disclosed circumstances are likely to affect impartiality or independence.

(d) In no case shall an arbitrator be employed by, affiliated with, or have consultive or business connection with the claimant Contractor or CDOT. An arbitrator shall not have assisted either in the evaluation, preparation, or presentation of the claim case either for the Contractor or the Department or have rendered an opinion on the merits of the claim for either party, and shall not do so during the proceedings of arbitration.

**R-8. Disqualification of Arbitrator**

(a) Any arbitrator shall be impartial and independent and shall perform his or her duties with diligence and in good faith, and shall be subject to disqualification for: (i) partiality or lack of independence, (ii) inability or refusal to perform his or her duties with diligence and in good faith; and/or (iii) any grounds for disqualification provided by applicable law.

(b) Upon objection of a party to the continued service of an arbitrator, or on its own initiative, the Arbitration Provider shall determine whether the arbitrator should be disqualified under the grounds set out above, and shall inform the parties of its decision, which decision shall be conclusive.

**R-9. Communication with Arbitrator**

No party and no one acting on behalf of any party shall communicate *ex parte* with an arbitrator or a candidate for arbitrator concerning the arbitration.

**R-10. Vacancies**
REVISION OF SECTION 105
DISPUTES AND CLAIMS FOR CONTRACT ADJUSTMENTS

(a) If for any reason an arbitrator is unable to perform the duties of the office, the Arbitration Provider may, on proof satisfactory to it, declare the office vacant. Vacancies shall be filled in accordance with the applicable provisions of these rules.

(b) In the event of a vacancy in a panel of neutral arbitrators after the hearings have commenced, the remaining arbitrator or arbitrators may continue with the hearing and determination of the controversy, unless the parties agree otherwise.

(c) In the event of the appointment of a substitute arbitrator, the panel of arbitrators shall determine in its sole discretion whether it is necessary to repeat all or part of any prior hearings.

R-11. Jurisdiction

(a) The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the arbitration agreement.

(b) The arbitrator shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.

(c) A party must object to the jurisdiction of the arbitrator or to the arbitrability of a claim or counterclaim no later than 15 days after the Arbitration Provider confirms its retention to the parties. The arbitrator may rule on such objections as a preliminary matter or as part of the final award.

R-12. Administrative Conference

At the request of any party or upon the Arbitration Provider’s own initiative, the Arbitration Provider may conduct an administrative conference, in person or by telephone, with the parties and/or their representatives. The conference may address such issues as arbitrator selection, potential exchange of information, a timetable for hearings and any other administrative matters.

Rule R-13. Preliminary Hearing

(a) At the request of any party or at the discretion of the arbitrator or the Arbitration Provider, the arbitrator may schedule as soon as practicable a preliminary hearing with the parties and/or their representatives. The preliminary hearing may be conducted by telephone at the arbitrator's discretion.

(b) During the preliminary hearing, the parties and the arbitrator should discuss the future conduct of the case, including clarification of the issues and claims, a schedule for the hearings and any other preliminary matters.

R-14. Pre-Hearing Exchange and Production of Information

(a) Authority of arbitrator. The arbitrator shall manage any necessary exchange of information among the parties with a view to achieving an efficient and economical resolution of the dispute, while at the same time promoting equality of treatment and safeguarding each party’s opportunity to fairly present its claims and defenses.

(b) Documents. The arbitrator may, on application of a party or on the arbitrator's own initiative:
i. Require the parties to exchange documents in their possession or custody on which they intend to rely;

ii. Require the parties to update their exchanges of the documents on which they intend to rely as such documents become known to them;

iii. Require the parties, in response to reasonable document requests, to make available to the other party documents, in the responding party’s possession or custody, not otherwise readily available to the party seeking the documents, reasonably believed by the party seeking the documents to exist and to be relevant and material to the outcome of disputed issues; and

iv. Require the parties, when documents to be exchanged or produced are maintained in electronic form, to make such documents available in the form most convenient and economical for the party in possession of such documents, unless the arbitrator determines that there is good cause for requiring the documents to be produced in a different form. The parties should attempt to agree in advance upon, and the arbitrator may determine, reasonable search parameters to balance the need for production of electronically stored documents relevant and material to the outcome of disputed issues against the cost of locating and producing them.

(c) At the request of any party or at the discretion of the arbitrator, consistent with the expedited nature of arbitration, the arbitrator may direct:

i. The production of documents and other information;

ii. Require the parties to update their exchanges of the documents on which they intend to rely as such documents become known to them;

and/or

iii. The identification of any witnesses to be called.

(d) At least five business days prior to the hearing, the parties shall exchange copies of all exhibits they intend to submit at the hearing.

(e) The arbitrator is authorized to resolve any disputes concerning the exchange of information.

(f) Additional discovery may be ordered by the arbitrator in extraordinary cases when the demands of justice require it.

R-15. Date, Time, and Place of Hearing

(a) The arbitrator shall set the date, time, and place for each hearing and/or conference. The parties shall respond to requests for hearing dates in a timely manner, be cooperative in scheduling the earliest practicable date, and adhere to the established hearing schedule.

(b) The parties may mutually agree on the locale where the arbitration is to be held. Absent such agreement, the arbitration shall be held in the City and County of Denver.

(c) The Arbitration Provider shall send a notice of hearing to the parties at least ten calendar days in advance of the hearing date, unless otherwise agreed by the parties.
R-16. Attendance at Hearings

The arbitrator and the Arbitration Provider shall maintain the privacy of the hearings unless the law provides to the contrary. Any person having a direct interest in the arbitration is entitled to attend hearings. The arbitrator shall otherwise have the power to require the exclusion of any witness, other than a party or other essential person, during the testimony of any other witness. It shall be discretionary with the arbitrator to determine the propriety of the attendance of any person other than a party and its representative.

R-17. Representation

Any party may be represented by counsel or other authorized representative. A party intending to be so represented shall notify the other party and the Arbitration Provider of the name and address of the representative at least three calendar days prior to the date set for the hearing at which that person is first to appear.

R-18. Oaths

Before proceeding with the first hearing, each arbitrator may take an oath of office and, if required by law, shall do so. The arbitrator may require witnesses to testify under oath administered by any duly qualified person and, if it is required by law or requested by any party, shall do so.

R-19. Stenographic Record

Any party desiring a stenographic record shall make arrangements directly with a stenographer and shall notify the other parties of these arrangements at least three days in advance of the hearing. The requesting party or parties shall pay the cost of the record. If the transcript is agreed by the parties, or determined by the arbitrator to be the official record of the proceeding, it must be provided to the arbitrator and made available to the other parties for inspection, at a date, time, and place determined by the arbitrator.

R-20. Interpreters

Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service.

R-21. Postponements

The arbitrator for good cause shown may postpone any hearing upon agreement of the parties, upon request of a party, or upon the arbitrator's own initiative.

R-22. Arbitration in the Absence of a Party or Representative

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or representative who, after due notice, fails to be present or fails to obtain a postponement. An award shall not be made solely on the default of a party. The arbitrator shall require the party who is present to submit such evidence as the arbitrator may require for the making of an award.

R-23. Conduct of Proceedings

(a) The Contractor shall present evidence to support its claim. CDOT shall then present evidence supporting its
defense. Witnesses for each party shall also submit to questions from the arbitrator and the adverse party. The arbitrator has the discretion to vary this procedure; provided that the parties are treated with equality and that each party has the right to be heard and is given a fair opportunity to present its case.

(b) The arbitrator, exercising his or her discretion, shall conduct the proceedings with a view to expediting the resolution of the dispute and may direct the order of proof, bifurcate proceedings, and direct the parties to focus their presentations on issues of which could dispose of all or part of the case. The arbitrator shall entertain motions, including motions that dispose of all or part of a claim or that may expedite the proceedings, and may also make preliminary rulings and enter interlocutory orders.

(c) The parties may agree to waive oral hearings in any case.

R-24. Evidence

(a) The arbitrators shall consider all written information available in the claim record and all oral presentations in support of that record by the Contractor and CDOT. Conformity to legal rules of evidence shall not be necessary.

(b) The arbitrators shall not consider any written documents or arguments which have not previously been made a part of the claim record, other than clarification and data supporting previously submitted documentation. The arbitrators shall not consider an increase in the amount of the claim, or any new claims.

(c) The arbitrator may request offers of proof and may reject evidence deemed by the arbitrator to be cumulative, unreliable, unnecessary, or of slight value compared to the time and expense involved. All evidence shall be taken in the presence of all of the arbitrators and all of the parties, except where: (i) any of the parties is absent, in default, or has waived the right to be present, or (ii) the parties and the arbitrators agree otherwise.

(d) The arbitrator shall take into account applicable principles of legal privilege, such as those involving the confidentiality of communications between a lawyer and client.

(e) An arbitrator or other person authorized by law to subpoena witnesses or documents may do so upon the request of any party or independently.

R-25. Evidence by Affidavit and Post-hearing Filing of Documents or Other Evidence

(a) The arbitrator may receive and consider the evidence of witnesses by declaration or affidavit, but shall give it only such weight as the arbitrator deems it entitled to after consideration of any objection made to its admission.

(b) If the parties agree or the arbitrator directs that documents or other evidence be submitted to the arbitrator after the hearing, the documents or other evidence, unless otherwise agreed by the parties and the arbitrator, shall be filed with the Arbitration Provider for transmission to the arbitrator. All parties shall be afforded an opportunity to examine and respond to such documents or other evidence.

R-26. Inspection or Investigation

An arbitrator finding it necessary to make an inspection or investigation in connection with the arbitration shall
direct the Arbitration Provider to so advise the parties. The arbitrator shall set the date and time and the Arbitration Provider shall notify the parties. Any party who so desires may be present at such an inspection or investigation. In the event that one or all parties are not present at the inspection or investigation, the arbitrator shall make an oral or written report to the parties and afford them an opportunity to comment.

R-27. Interim Measures

(a) The arbitrator may take whatever interim measures he or she deems necessary, including injunctive relief and measures for the protection or conservation of property and disposition of perishable goods.

(b) A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

R-28. Closing of Hearing

When satisfied that the presentation of the parties is complete, the arbitrator shall declare the hearing closed.

If documents or responses are to be filed as provided in Section R-24, or if briefs are to be filed, the hearing shall be declared closed as of the final date set by the arbitrator for the receipt of documents, responses, or briefs. The time limit within which the arbitrator is required to make the award shall commence to run, in the absence of other agreements by the parties and the arbitrator, upon the closing of the hearing.

R-29. Reopening of Hearing

The hearing may be reopened on the arbitrator's initiative, or by direction of the arbitrator upon application of a party, at any time before the award is made. If reopening the hearing would prevent the making of the award within the specific time agreed to by the parties in the arbitration agreement, the matter may not be reopened unless the parties agree to an extension of time. When no specific date is fixed by agreement of the parties, the arbitrator shall have 15 calendar days from the closing of the reopened hearing within which to make an award.

R-30. Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these rules has not been complied with and who fails to state an objection in writing shall be deemed to have waived the right to object.

R-31. Extensions of Time

The parties may modify any period of time by mutual agreement. The Arbitration Provider or the arbitrator may for good cause extend any period of time established by these rules, except the time for making the award. The Arbitration Provider shall notify the parties of any extension.

R-32. Serving of Notice

(a) Any papers, notices, or process necessary or proper for the initiation or continuation of an arbitration under these rules; for any court action in connection therewith, or for the entry of judgment on any award made
under these rules, may be served on a party by mail addressed to the party or its representative at the last known address or by personal service, in or outside the state where the arbitration is to be held, provided that reasonable opportunity to be heard with regard thereto has been granted to the party.

(b) The Arbitration Provider, the arbitrator and the parties may also use overnight delivery, electronic facsimile transmission (fax), or electronic mail (email) to give the notices required by these rules.

(c) Unless otherwise instructed by the Arbitration Provider or by the arbitrator, any documents submitted by any party to the Arbitration Provider or to the arbitrator shall simultaneously be provided to the other party or parties to the arbitration.

R-33. Majority Decision

When the panel consists of more than one arbitrator, unless required by law or by the arbitration agreement, a majority of the arbitrators must make all decisions; however, in a multi-arbitrator case, if all parties and all arbitrators agree, the chair of the panel may make procedural decisions.

Where there is a panel of three arbitrators, absent an objection of a party or another member of the panel, the chairperson of the panel is authorized to resolve or delegate to another member of the panel to resolve any disputes related to the exchange of information or procedural matters without the need to consult the full panel.

R-34. Time of Award

The award shall be made promptly by the arbitrator and, unless otherwise agreed by the parties or specified by law, no later than 30 calendar days from the date of closing the hearing, or, if oral hearings have been waived, from the date of the Arbitration Provider’s transmittal of the final statements and proofs to the arbitrator.

R-35. Form of Award

After complete review of the facts associated with the claim, the arbitrators shall render a written explanation of their decision. When three arbitrators are used, and only two arbitrators agree then the award shall be signed by the two arbitrators. The arbitrator’s decision shall include:

(a) A summary of the issues and factual evidence presented by the Contractor and the Department concerning the claim;

(b) Decisions concerning the validity of the claim;

(c) Decisions concerning the value of the claim as to cost impacts if the claim is determined to be valid;

(d) The contractual and factual bases supporting the decisions made including an explanation as to why each and every position was accepted or rejected;

(e) Detailed and supportable calculations which support any decisions.

R-36. Scope of Award
REVISION OF SECTION 105
DISPUTES AND CLAIMS FOR CONTRACT ADJUSTMENTS

(a) The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, equitable relief and specific performance of a contract.

(b) In addition to the final award, the arbitrator may make other decisions, including interim, interlocutory, or partial rulings, orders, and awards. (c) The award of the arbitrator may include interest at the statutory rate and from such date as the arbitrator may deem appropriate.

R-37. Delivery of Award to Parties

Parties shall accept as notice and delivery of the award the placing of the award or a true copy thereof in the mail addressed to the parties or their representatives at the last known address, personal or electronic service of the award, or the filing of the award in any other manner that is permitted by law.

R-38. Modification of Award

Within 10 calendar days after the transmittal of an award, the arbitrator on his or her initiative, or any party, upon notice to the other parties, may request that the arbitrator correct any clerical, typographical, technical or computational errors in the award. The arbitrator is not empowered to re-determine the merits of any claim already decided.

If the modification request is made by a party, the other parties shall be given 10 calendar days to respond to the request. The arbitrator shall dispose of the request within 25 calendar days after transmittal by the Arbitration Provider to the arbitrator of the request.

If applicable law provides a different procedural time frame, that procedure shall be followed.

R-39. Appeal of Award

Appeal of the arbitrators’ decision concerning the merit of the claim is governed by the Colorado Uniform Arbitration Act, C.R.S. §§ 13-22-202 to -230. Either party may appeal the arbitrator’s decision on the value of the claim to the Colorado State District Court in and for the City and County of Denver for trial de novo.

R-40. Release of Documents for Judicial Proceedings

The Arbitration Provider shall, upon the written request of a party, furnish to the party, at its expense, certified copies of any papers in the Arbitration Provider’s possession that may be required in judicial proceedings relating to the arbitration.

R-41. Applications to Court and Exclusion of Liability

(a) No judicial proceeding by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party's right to arbitrate.

(b) Neither the Arbitration Provider nor any arbitrator in a proceeding under these rules is a necessary or proper party in judicial proceedings relating to the arbitration.

(c) Parties to these rules shall be deemed to have consented that judgment upon the arbitration award may be
entered in any federal or state court having jurisdiction thereof.

(d) Parties to an arbitration under these rules shall be deemed to have consented that neither the Arbitration Provider nor any arbitrator shall be liable to any party in any action for damages or injunctive relief for any act or omission in connection with any arbitration under these rules.

R-42. Administrative Fees

The Arbitration Provider shall prescribe filing and other administrative fees and service charges to compensate it for the cost of providing administrative services. The fees in effect when the fee or charge is incurred shall be applicable. Such fees and charges shall be borne equally by the parties.

The Arbitration Provider may, in the event of extreme hardship on the part of any party, defer or reduce the administrative fees.

R-43. Expenses

The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the arbitration, including required travel and other expenses of the arbitrator, Arbitration Provider representatives, and any witness and the cost of any proof produced at the direct request of the arbitrator, shall be borne equally by the parties.

R-44. Neutral Arbitrator's Compensation

Arbitrators shall be compensated a rate consistent with the arbitrator's stated rate of compensation.

If there is disagreement concerning the terms of compensation, an appropriate rate shall be established with the arbitrator by the Arbitration Provider and confirmed to the parties.

Such compensation shall be borne equally by the parties.

R-45. Deposits

The Arbitration Provider may require the parties to deposit in advance of any hearings such sums of money as it deems necessary to cover the expense of the arbitration, including the arbitrator's fee, if any, and shall render an accounting to the parties and return any unexpended balance at the conclusion of the case.

R-46. Interpretation and Application of Rules

The arbitrator shall interpret and apply these rules insofar as they relate to the arbitrator's powers and duties by a majority vote. If that is not possible, either an arbitrator or a party may refer the question to the Arbitration Provider for final decision. All other rules shall be interpreted and applied by the Arbitration Provider.

R-45. Suspension for Nonpayment

If arbitrator compensation or administrative charges have not been paid in full, the Arbitration Provider may so inform the parties in order that the parties may advance the required payment. If such payments are not made,
the arbitrator may order the suspension or termination of the proceedings. If no arbitrator has yet been appointed, the Arbitration Provider may suspend the proceedings.

**FAST TRACK PROCEDURES**

**F-1. Limitations on Extensions**

In the absence of extraordinary circumstances, the Arbitration Provider or the arbitrator may grant a party no more than one seven-day extension of the time in which to respond to the demand for arbitration or counterclaim as provided in Section R-3.

**F-2. Changes of Claim**

The arbitrator will not consider any information that was not previously made a part of the claim record as transmitted by the Chief Engineer, other than clarification and data supporting previously submitted documentation.

**F-3. Serving of Notice**

In addition to notice provided above, the parties shall also accept notice by telephone. Telephonic notices by the Arbitration Provider shall subsequently be confirmed in writing to the parties. Should there be a failure to confirm in writing any such oral notice, the proceeding shall nevertheless be valid if notice has, in fact, been given by telephone.

**F-4. Appointment and Qualification of Arbitrator**

Immediately after the retention of the Arbitration Provider, the Arbitration Provider will simultaneously submit to each party a listing and biographical information from its panel of arbitrators knowledgeable in construction who are available for service in Fast Track cases. The parties are encouraged to agree to an arbitrator from this list, and to advise the Arbitration Provider of their agreement, or any factual objections to any of the listed arbitrators, within 7 calendar days of the transmission of the list. The Arbitration Provider will appoint the agreed-upon arbitrator, or in the event the parties cannot agree on an arbitrator, will designate the arbitrator from among those names not stricken for factual objections.

The parties will be given notice by the Arbitration Provider of the appointment of the arbitrator, who shall be subject to disqualification for the reasons specified above. Within the time period established by the Arbitration Provider, the parties shall notify the Arbitration Provider of any objection to the arbitrator appointed. Any objection by a party to the arbitrator shall be for cause and shall be confirmed in writing to the Arbitration Provider with a copy to the other party or parties.

**F-5. Preliminary Telephone Conference**

Unless otherwise agreed by the parties and the arbitrator, as promptly as practicable after the appointment of the arbitrator, a preliminary telephone conference shall be held among the parties or their attorneys or representatives, and the arbitrator.

**F-6. Exchange of Exhibits**
At least 2 business days prior to the hearing, the parties shall exchange copies of all exhibits they intend to submit at the hearing. The arbitrator is authorized to resolve any disputes concerning the exchange of exhibits.

F-7. Discovery

There shall be no discovery, except as provided in Section F-4 or as ordered by the arbitrator in extraordinary cases when the demands of justice require it.

F-8. Date, Time, and Place of Hearing

The arbitrator shall set the date and time, and place of the hearing, to be scheduled to take place within 30 calendar days of confirmation of the arbitrator's appointment. The Arbitration Provider will notify the parties in advance of the hearing date. All hearings shall be held within the City and County of Denver.

F-9. The Hearing

(a) Generally, the hearing shall not exceed 1 day. Each party shall have equal opportunity to submit its proofs and complete its case. The arbitrator shall determine the order of the hearing, and may require further submission of documents within two business days after the hearing. For good cause shown, the arbitrator may schedule 1 additional hearing day within 7 business days after the initial day of hearing.

(b) Generally, there will be no stenographic record. Any party desiring a stenographic record may arrange for one pursuant to the provisions above.

F-10. Time of Award

Unless otherwise agreed by the parties, the award shall be rendered not later than 14 calendar days from the date of the closing of the hearing or, if oral hearings have been waived, from the date of the Arbitration Provider's transmittal of the final statements and proofs to the arbitrator.

F-11. Time Standards

The arbitration shall be completed by settlement or award within 45 calendar days of confirmation of the arbitrator's appointment, unless all parties and the arbitrator agree otherwise or the arbitrator extends this time in extraordinary cases when the demands of justice require it and such agreement is memorialized by the arbitrator prior to the expiration of the initial 45-day period.

F-12. Arbitrator's Compensation

Arbitrators will receive compensation at a rate to be suggested by the Arbitration Provider regional office.

PROCEDURES FOR LARGE, COMPLEX CONSTRUCTION DISPUTES

L-1. Large, Complex Construction Disputes

The procedures for large, complex construction disputes shall apply to any claim with a value exceeding $500,000 or as agreed to by the parties.
L-2. Administrative Conference

Prior to the dissemination of a list of potential arbitrators, the Arbitration Provider shall, unless the parties agree otherwise, conduct an administrative conference with the parties and/or their attorneys or other representatives by conference call. The conference call will take place within 14 days after the retention of the Arbitration Provider. In the event the parties are unable to agree on a mutually acceptable time for the conference, the Arbitration Provider may contact the parties individually to discuss the issues contemplated herein. Such administrative conference shall be conducted for the following purposes and for such additional purposed as the parties or the Arbitration Provider may deem appropriate:

(a) To obtain additional information about the nature and magnitude of the dispute and the anticipated length of hearing and scheduling;

(b) To discuss the views of the parties about the technical and other qualifications of the arbitrators;

(c) To obtain conflicts statements from the parties; and

(d) To consider, with the parties, whether mediation or other non-adjudicative methods of dispute resolution might be appropriate.

L-3. Arbitrators

(a) Large, Complex Construction Cases shall be heard and determined by three arbitrators.

(b) The Arbitration Provider shall appoint arbitrator(s) in the manner provided in the Regular Construction Industry Arbitration Rules.

L-4. Preliminary Hearing

As promptly as practicable after the selection of the arbitrator(s), a preliminary hearing shall be held among the parties and/or their attorneys or other representatives and the arbitrator(s). Unless the parties agree otherwise, the preliminary hearing will be conducted by telephone conference call rather than in person.

At the preliminary hearing the matters to be considered shall include, without limitation:

(a) Service of a detailed statement of claims, damages and defenses, a statement of the issues asserted by each party and positions with respect thereto, and any legal authorities the parties may wish to bring to the attention of the arbitrator(s);

(b) Stipulations to uncontested facts;

(c) The extent to which discovery shall be conducted;

(d) Exchange and premarking of those documents which each party believes may be offered at the hearing;

(e) The identification and availability of witnesses, including experts, and such matters with respect to witnesses including their biographies and expected testimony as may be appropriate;
(f) Whether, and the extent to which, any sworn statements and/or depositions may be introduced;

(g) The extent to which hearings will proceed on consecutive days;

(h) Whether a stenographic or other official record of the proceedings shall be maintained;

(i) The possibility of utilizing mediation or other non-adjudicative methods of dispute resolution; and

(j) The procedure for the issuance of subpoenas.

By agreement of the parties and/or order of the arbitrator(s), the pre-hearing activities and the hearing procedures that will govern the arbitration will be memorialized in a Scheduling and Procedure Order.

**L-5. Management of Proceedings**

(a) Arbitrator(s) shall take such steps as they may deem necessary or desirable to avoid delay and to achieve a just, speedy and cost-effective resolution of Large, Complex Construction Cases.

(b) Parties shall cooperate in the exchange of documents, exhibits and information within such party's control if the arbitrator(s) consider such production to be consistent with the goal of achieving a just, speedy and cost effective resolution of a Large, Complex Construction Case.

(c) The parties may conduct such discovery as may be agreed to by all the parties provided, however, that the arbitrator(s) may place such limitations on the conduct of such discovery as the arbitrator(s) shall deem appropriate. If the parties cannot agree on production of document and other information, the arbitrator(s), consistent with the expedited nature of arbitration, may establish the extent of the discovery.

(d) At the discretion of the arbitrator(s), upon good cause shown and consistent with the expedited nature of arbitration, the arbitrator(s) may order depositions of, or the propounding of interrogatories to such persons who may possess information determined by the arbitrator(s) to be necessary to a determination of the matter.

(e) The parties shall exchange copies of all exhibits they intend to submit at the hearing 10 business days prior to the hearing unless the arbitrator(s) determine otherwise.

(f) The exchange of information pursuant to this rule, as agreed by the parties and/or directed by the arbitrator(s), shall be included within the Scheduling and Procedure Order.

(g) The arbitrator is authorized to resolve any disputes concerning the exchange of information.

(h) Generally hearings will be scheduled on consecutive days or in blocks of consecutive days in order to maximize efficiency and minimize costs.

The following flow chart provides a summary of the disputes and claims process described in subsections 105.22, 105.23, and 105.24
REVISION OF SECTION 105
DISPUTES AND CLAIMS FOR CONTRACT ADJUSTMENTS

Figure 105-1
DISPUTES AND CLAIMS FLOW CHART

105.22 Project Issue – Verbal discussions between Proj. Eng. and Supt.
Impasse
Contractor provides written notice of dispute to Project Engineer

15 Days – 105.22 (b)

Contractor provides written REA including the following:
1. Date of dispute
2. Nature of order and circumstances causing dispute
3. Contract provisions supporting dispute
4. Estimated cost of dispute with supporting documentation
5. Analysis of progress schedule and disruption, if any

15 Days – 105.22 (c)
CDOT Project Engineer and Contractor discuss merit of dispute

7 days – 105.22 (c)

PE denies merit of dispute
PE determines dispute has merit

Contractor rejects PE’s denial. Contractor provides written notice to RE.
Contractor accepts denial. Dispute is resolved.

7 days – 105.22 (d)

Disagree on quantum

Proj Eng/Res Eng & Supt/PM & Contractor’s rep with decision authority above the project level to meet regularly to discuss dispute

Up to 30 days – 105.22 (d)

DRB agreement signed

30/ 45 days – 105.23(b)

20 days – 105.23 (d)
Prehearing Submittal

15 days – 105.23 (e)

DRB Hearing

30 days – 105.23 (g)

DRB renders a recommendation

10 days – 105.23 (h)

Request for Clarification and Reconsideration

14 days – 105.23 (i)

Either party rejects DRB recommendation

DRB recommendation is accepted

Merit granted – Quantum negotiations
Dispute is resolved

30 Days – 105.22 (c)

Adjustment of payment/schedule in consultation with Program Engineer - Dispute is resolved

Figure 105-1 continued on next page
REVISION OF SECTION 105
DISPUTES AND CLAIMS FOR CONTRACT ADJUSTMENTS

Figure 105-1 (continued)

Either party rejects DRB recommendation

105.24 Notice of intent to file a claim

Contractor submits certified claim package w/RTD (and Audit Unit if over $250K)

RTD renders a decision

105.24 Notice of intent to file a claim

60 days – 105.24 (a)

60 days – 105.24 (b)

60 days – 105.24 (d)

30 days – 105.24 (a)

30 days – 105.24 (b)

30 days – 105.24 (d)

30 days – 105.24 (e)

Decision is implemented

Adjustment of payment/schedule in consultation with Program Engineer - Dispute is resolved

Decision is implemented

Chief Engineer renders decision

Decision is implemented

Contractor initiates

Binding Arbitration or Litigation (Whichever was selected at Contract execution)

Optional Mediation

Dispute is unresolved

Dispute is resolved

Resolution is implemented

LITIGATION

Arbitrator(s) render recommendation

Appeal process only for damages

Court Decision

Chief Engineer renders decision

Litigation

Arbitrator(s) render recommendation

Appeal process only for damages

Contractor accepts CE decision

Contractor accepts decision

Contractor accepts decision

30 days – 105.24 (a)

60 days – 105.24 (b)

60 days – 105.24 (d)

60 days - 105.24 (e)

45 days – 105.24 (e)
Section 106 of the Standard Specifications is hereby revised for this project as follows:

In subsection 106.01 delete the fourth and 5th paragraphs and replace with the following:

All companies that will provide $10,000 or more in supplies or materials on any CDOT project must be registered in the B2GNow software system and shall update the registration on an annual basis.

Prior to beginning any work on the project, the Contractor shall submit to the Engineer a completed Form 1425, Supplier List documenting all companies providing $10,000 or more of supplies or materials directly to the Contractor for the project. This list shall not include companies also responsible for the installation of the supplies or materials. During the performance of the project, the Contractor shall submit an updated Form 1425 if one or more of these companies change.

The Contractor shall require each subcontractor to submit a Form 1425 listing all companies providing $10,000 or more of supplies or materials to the subcontractor. The Contractor shall submit the subcontractor’s Form 1425 with Form 205.

Failure to comply with the requirements of this subsection shall be grounds for withholding of progress payments.

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

**Subsection 107.01 shall include the following after the first paragraph:**

Failure to comply with all contractual obligations may lead to the suspension, debarment or both of the Contractor as stipulated in the “Rules”.
Section 108 of the Standard Specifications is hereby revised for this project as follows:

**Subsection 108.01 shall include the following:**

Failure to comply with all contractual obligations may lead to the suspension, debarment, or both of the subcontractor, and if necessary, the Contractor as stipulated in the “Rules”.

All firms to which the Contractor will be subletting a portion of the Contract must be registered in the B2GNow Software System and shall update the registration on an annual basis. If the firm is not registered, approval of the Form 205 may be withheld.
Section 109 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 109.06(e) and replace with the following:

(e) Prompt Payment. The Contractor shall pay subcontractors and suppliers for all work which has been satisfactorily completed within seven calendar days after receiving payment for that work from the Local Public Agency (LPA). For the purpose of this section only, work shall be considered satisfactorily complete when the LPA has made payment for the work. The Contractor shall include in all subcontracts a provision that this requirement for prompt payment to subcontractors and suppliers must be included in all subcontracts at every tier. The Contractor shall ensure that all subcontractors and suppliers at every tier are promptly paid. If the Contractor or its subcontractors fail to comply with this provision, the Engineer will not authorize further progress payment for work performed directly by the Contractor or the noncompliant subcontractor until the required payments have been made. The Engineer will continue to authorize progress payments for work performed by compliant subcontractors.

Delete subsection 109.06(f)5 and replace with the following:

5. In determining whether satisfactory completion has been achieved, the Contractor may require the subcontractor to provide documentation such as certifications and releases, showing that all laborers, lower-tiered subcontractors, suppliers of material and equipment, and others involved in the subcontractor’s work have been paid in full. The Contractor may also require any documentation from the subcontractor that is required by the subcontract or by the Contract between the Contractor and the LPA or by law such as affidavits of wages paid, material acceptance certifications and releases from applicable governmental agencies to the extent that they relate to the subcontractor’s work.

Delete subsection 109.06(f)8 and replace with the following:

1. If additional quantities of a particular item of work are required at a later date after final measurement has been made, the Contractor shall perform this work in accordance with Contract requirements and at unit bid prices.

For this subsection only, satisfactory completion of all work described on CDOT Form No. 205 is when all tasks called for in the subcontract as amended by changes directed by the Engineer have been accomplished and documented as required by the LPA.

The requirements stated above do not apply to retainage withheld by the LPA from monies earned by the Contractor. The LPA will continue to process the release of that retainage based upon the completion date of the project as defined in the Commencement and Completion of Work special provision.

Delete subsection 109.06(f)9 and replace with the following:

2. If during the prosecution of the project a portion of the work is partially accepted in accordance with subsection 105.21(a), the Contractor shall release all subcontractors’ retainage on the portion of the partially accepted work performed by subcontractors. Prior to the LPA releasing the Contractor’s retainage on work that has been partially accepted in accordance with subsection 105.21(a), the Contractor shall submit to the Engineer a certified statement for each subcontractor that has participated in the partially accepted work. The statement shall certify that the subcontractor has been paid in full for its portion of the partially accepted work including release of the subcontractor’s retainage. The statement shall include the signature of a legally responsible official for the Contractor, and the signature of a legally responsible official for the subcontractor.
Delete subsection 109.06(g) and replace with the following:

(g) Good Cause Exception. If the Contractor has “good cause” to delay or withhold a subcontractor’s progress payment, the Contractor shall notify the LPA and the subcontractor in writing within seven calendar days after receiving payment from the LPA. The notification shall specify the amount being withheld and provide adequate justification for withholding the payment. The notice shall also clearly state what conditions the subcontractor must meet to receive payment. “Good cause” shall include but not be limited to the failure of the subcontractor to make timely submission of required paperwork.

Delete subsection 109.06(h) and replace with the following:

(h) Monthly Reporting. On a monthly basis, the Contractor shall submit the Form 1418, Monthly Payment Report, to the Engineer along with the project schedule updates, in accordance with subsections 108.03(g). Failure to submit a complete and accurate Form 1418 shall be grounds for CDOT to withhold subsequent payments or retainage from the Contractor.

END OF SECTION
Section 208 is hereby deleted from the Standard Specifications for this project and replaced with the following:

**In subsection 208.03(c) delete the first paragraph and replace it with the following**

_Erosion Control Management (ECM)._ Erosion Control Management for this project shall consist of Erosion Control Inspection and the SWMP Administration. 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 will not be permitted to serve in an ECM role. The Erosion Control Inspector (ECI) and the SWMP Administrator may be the same person in projects involving less than 40 acres of disturbed area.

**In subsection 208.03(c)1 delete the first paragraph and replace it with the following:**

SWMP Administration. The SWMP shall be maintained by a SWMP Administrator. In the case of a project requiring only one TECS, the SWMP Administrator may also be the ECI for the project. The name of the SWMP Administrator shall be recorded on the SWMP Section 3. B. The SWMP Administrator shall have full responsibility to maintain and update the SWMP and identify to the Superintendent critical action items needed to conform to the CDPS-SCP as follows:

**In subsection 208.03(c)2 delete the first paragraph and replace it with the following:**

One ECI is required for every 40 acres of total disturbed area which is currently receiving temporary and interim stabilization measures as defined in subsection 208.04 (e). An ECI shall not be responsible for more than 40 acres in the project. Accepted permanent stabilization methods as defined in subsection 208.04 (e) will not be included in the 40 acres.

**In subsection 208.03(d)1 delete item (1) and replace it with the following:**

(1) SWMP Site Maps and Plan Title Sheet -Construction site boundaries, ground surface disturbance, limits of cut and fill, flow arrows, structural BMPs, non-structural BMPs, Springs, Streams, Wetlands and surface water. Also included on the sheets is the protection of trees, shrubs and cultural resources.

**In subsection 208.05(n), in the list of requirements for pre-fabricated concrete washout structures, delete item (2) and replace it with the following:**

(1) Structure 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 are as defined in the Contract. Locations shall be as approved by the Engineer. The site shall signed as “Concrete Washout”.

**In subsection 208.11 delete the first paragraph and replace it with the following:**

Erosion Control Management will be measured as the actual number of days of ECM 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 notebook. 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.

**END OF SECTION**
A. AFFIRMATIVE ACTION REQUIREMENTS

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


2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area are as follows:

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

GOALS AND TIMETABLES FOR FEMALE UTILIZATION

Until Further Notice

6.9% -- Statewide
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

These goals are applicable to all the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts meet the goals established for the geographical area where the contract resulting form this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Par 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this specification, and in the contract resulting from this solicitation, the “covered area” is the county or counties shown on the Invitation for Bids and on the plans. In cases where the work is in two or more counties covered by differing percentage goals, the highest percentage will govern.

B. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these Specifications:
   a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
   b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   d. “Minority” includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

(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.

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;
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor’s employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and maintain a record of the organization’s responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when he Contractor has other information that the union referral process has impeded the Contractor’s efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor’s employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor’s EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the Contractor’s EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the Contractor’s EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor’s EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor’s recruitment area and employment needs. Not later than one
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

July 3, 2017

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 non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligation.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goal and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even 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
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES.

1. General.

   a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract. Provisions (Form FHWA 1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract provisions.

   b. The Contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

   c. The Contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246,
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

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, pre-apprenticeship, 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.

(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
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

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.

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 Contract 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.

d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within he time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and
these special provisions, such Contractor shall immediately notify the State highway agency.

9. **Subcontracting.**
   
a. The Contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.

b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. **Records and Reports.**
   
a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate:

   (1) The number of minority and nonminority group members and women employed in each work classification on the project.

   (2) The Progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).

   (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

   (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.

c. The Contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391.

END OF SECTION
1. **Overview.** The Disadvantaged Business Enterprise (DBE) Program is a federally-mandated program that seeks to ensure non-discrimination in the award of U.S. Department of Transportation (DOT)-assisted contracts and to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts. In order to be awarded a Contract, the lowest apparent bidder must show that it has committed to DBE participation sufficient to meet the goal or has otherwise made good faith efforts to do so.

CDOT will monitor the progress of the Contractor throughout the project to ensure that the Contractor's DBE commitments are being fulfilled. Modifications to the commitments, substitutions and terminations must be approved by CDOT. If the amount of the contract increases during the performance of the contract, the Contractor must make good faith efforts to obtain additional participation to meet the contract goal. CDOT may reduce the final payment to the Contractor if the Contractor has failed to fulfill the commitments or make good faith efforts to meet the contract goal.

For general assistance regarding the DBE program and compliance, contact CDOT’s Civil Rights and Business Resource Center (CRBRC) at (303)757-9234 or the Regional Civil Rights Manager. For project specific issues, contact the Engineer or Regional Civil Rights Manager.

All forms referenced herein can be found on the CDOT website in the forms library: [http://www.coloradodot.info/library/forms/cdot-forms-by-number](http://www.coloradodot.info/library/forms/cdot-forms-by-number).

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

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CDOT deems appropriate, 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.

3. **Contract Goal.** The contract goal is a percentage of the contract that the CDOT Regional Civil Rights Office has established for participation by DBEs. The contract goal is unique for each contract and is set forth in the Project Special Provision, Disadvantaged Business Enterprise Contract Goal.

   (a) **Pre-award Calculation.** For pre-award, the dollar value of the contract goal is calculated by multiplying the lowest responsible bidder’s proposal amount less any force account items by the percentage set forth in the Project Special Provision, Disadvantaged Business Enterprise Contract Goal.

   (b) **Final Calculation.** At the end of the project, the dollar value of the contract goal is calculated by multiplying the total earnings amount by the contract goal percentage less any waiver granted to the Contractor. Total earnings amount means the amount of the Contract earned by the Contractor, including approved changes and force account work performed, but not including incentives or deductions.

4. **Good Faith Efforts.** Good faith efforts means all necessary and reasonable steps to achieve the contract goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if not fully successful. Good faith efforts of the Contractor should include, but are not limited to, reaching out to DBEs that could perform subcontracting opportunities on the project, unbundling work the prime would self-perform to create opportunities for DBEs, 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.

5. **Pre-award Process.** When CDOT has established a DBE contract goal for a project, it may not award the contract until it determines the bidder has demonstrated good faith efforts to meet the contract goal. At pre-award, good faith efforts may be evidenced by either (1) documenting sufficient commitments to DBEs to meet the contract goal or (2) documenting adequate good faith efforts to meet the goal even though it did not obtain enough participation to do so.
A commitment is a portion of the Contract, identified by dollar amount and work area, designated by the bidder or Contractor for participation by a particular DBE. A commitment may be made to a firm at any tier. A commitment is not a subcontract, however the Contractor must have received a quote from a DBE in order to claim a commitment to a DBE.

(a) **Anticipated Participation Plan.** With its proposal, the bidder shall submit a Form 1414, Anticipated DBE Participation Plan listing its commitments obtained from DBEs, even if such commitments do not meet the contract goal. If the bidder has not obtained any DBE commitments, it shall still submit Form 1414 documenting zero anticipated participation. If the Contract Goal is greater than zero, failure to submit a signed Form 1414 shall result in rejection of the proposal and the bidder deemed non-responsive. The bidder shall ensure that commitments, and the estimated DBE eligible participation resulting therefrom, have been properly calculated prior to submitting its proposal. If the bidder is a DBE seeking credit for self-performance, the bidder shall include itself in Form 1414 and list the work to be self-performed and amount that the bidder intends to count for DBE credit.

(b) **Utilization Plan.** Within five days of bid opening, the low responsible bidder shall submit a Utilization Plan (UP) to CDOT. The bidder will receive notice from CDOT to submit a Utilization Plan (UP) via B2GNow. In order to complete the UP the bidder shall obtain and upload in B2G a Form 1415, Commitment Confirmation from each DBE listed on Form 1414. If the total eligible participation submitted by the bidder on the Form 1414 did not meet the contract goal, the bidder shall also request a waiver of the goal by submitting a Form 1416, Good Faith Effort Report, in the UP in B2G.

In completing the Form 1415, the bidder shall complete Section 1 of the Form 1415 and the DBE shall complete Section 2 of Form 1415. The commitment confirmations shall be consistent with the commitment listed on Form 1414. If a commitment is made to second tier or lower DBE subcontractor, the Contractor is still ultimately responsible for the fulfillment of the commitment and shall sign the Form 1415. The bidder shall contact the CRBRC if any issues arise which may require the bidder to alter a commitment. The bidder shall not terminate a commitment listed on Form 1414 without following the procedures outlined below.

If the bidder is submitting a Form 1416, the bidder shall include any supporting documentation that the bidder would like considered by CDOT as evidence of good faith efforts. If a non-DBE was selected in lieu of a DBE, the bidder shall include all quotes from the non-DBE and DBE firms.

(c) **Pre-award Good Faith Effort Review.** The CRBRC will evaluate the documentation submitted in the UP to ensure that each commitment is valid and all eligible participation has been properly calculated. CDOT may investigate or request additional information in order to confirm the accuracy of a commitment. If the bidder’s 1414 claimed that the contract goal was met but CDOT determines that the total estimated eligible participation of the commitments does not meet the contract goal, CDOT will return the UP to the Contractor. The Contractor will be given two business days to amend the UP and return it to CDOT. CDOT may require the Contractor to complete Form 1416 and provide documentation of good faith efforts.

When required, CDOT will review Form 1416 and all supporting documentation submitted by the bidder. A bidder will be deemed to not have made good faith efforts if the bidder lists a DBE for a work area for which the DBE is not certified and the bidder cannot establish a reasonable basis for its determination. CDOT will only consider commitments made after submission of the bid if the bidder demonstrates that (1) good faith efforts were made prior to submission of the bid and (2) there is a reasonable justification for not obtaining the commitments prior to submission of the bid. If the CRBRC determines that the bidder did not demonstrate good faith efforts to meet the contract goal, it will provide the bidder with written notice of its determination and an opportunity to appeal.

(d) **Approval.** If CDOT determines that the bidder has met the contract goal or made good faith efforts to do so, the CRBRC will approve the UP. If CDOT determines the bidder did not meet the contract goal but made good faith efforts to do so, CDOT may grant a waiver to the Contractor and amend the contract goal.

6. **Utilization Plan Modifications.** The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which it is listed unless the Contractor obtains CDOT’s written consent to terminate, reduce or modify the commitment. Unless CDOT grants such consent, the Contractor will not be entitled to payment for the
DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS (LOCAL AGENCY)

work or materials. During the performance of the Contract, the Contractor shall use Form 1420, DBE Participation Plan Modification Request to communicate all requests for termination, reduction, substitution, and waivers to CDOT. One Form 1420 may include multiple requests and must be submitted at the time of the occurrence or, if that is not possible, within a reasonable time of the occurrence requiring termination, reduction, substitution or waiver. Failure 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 remedies established by CDOT.

(a) Terminations and Reductions. A termination occurs when a Contractor no longer intends to use a DBE for fulfillment of a commitment. A reduction occurs when the scope of the commitment changes and constitutes a partial termination. Terminations and reductions include, but are not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces, those of an affiliate, a non-DBE firm or with another DBE firm.

CDOT cannot approve a termination or reduction unless the Contractor has good cause to terminate or reduce the commitment. Good cause includes: the DBE fails or refuses to execute a written contract; the DBE fails or refuses to perform the work of its subcontract consistent with normal industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Contractor or one of its subcontractors; the DBE fails to meet reasonable, nondiscriminatory bond requirements; the DBE becomes bankrupt, insolvent, or exhibits credit unworthiness; the DBE is ineligible to work because of suspension or debarment proceedings or other state law; the DBE is not a responsible contractor; the DBE voluntarily withdraws from the project and provides written notice to CDOT, the DBE becomes ineligible to receive DBE credit for the work required; the DBE owner dies or becomes disabled and is unable to complete the work; the DBE ceases business operations or otherwise dissolves; or other documented good cause that compels termination. Good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

The Contractor shall provide the DBE notice of the Contractor’s intent to terminate or reduce the commitment and the reason for such termination or reduction, with a copy to the CDOT engineer and Regional Civil Rights Office (RCRO). In the notice of intent, the Contractor shall provide the DBE at least five calendar days to respond to the notice and inform CDOT and the Contractor of the reasons, if any, why it objects to the proposed termination or reduction and any reasons that it shall not be approved. The Contractor is not required to provide the five days written notice in cases where the DBE in question has provided written notice that it is withdrawing from the subcontract or purchase order. The notice period may be reduced by CDOT if required by public necessity.

Following the notice period, the contractor shall submit a Form 1420 to request approval of termination or reduction. If the RCRO determines that the Contractor had good cause for termination, the RCRO will approve the termination or reduction. If the RCRO does not agree, the RCRO may reject the termination and require the Contractor to make additional good faith efforts with the DBE.

(b) Substitutions. 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 shall request the addition of a new DBE and provide a Form 1415, Commitment Confirmation with the request. If the Contractor has not obtained substitute participation, the RCRO may require the Contractor to submit evidence of good faith efforts to substitute. The contractor shall have seven days to submit such information. This period may be extended at the discretion of the RCRO.

(c) Commitment Modifications. If the contractor seeks modifying the work to be performed under a DBE commitment, it shall submit a revised Form 1415 with the request for the modification. Increases in work included in the original 1415 do not need CDOT approval.

(d) Change Orders. The Contractor is required to make good faith efforts to meet the goal on the total earnings amount. Therefore, if CDOT issues a change which increases or adds new work items, the Contractor shall ensure that it has obtained sufficient DBE participation to meet the Contract Goal on the increased amount or has made good
faith efforts to do so. If the Contractor determines that additional DBE participation cannot be obtained, the Contractor shall request a waiver of the participation. The Contractor shall include its justification for not obtaining additional participation and, at its discretion, CDOT may require additional information regarding the efforts of the Contractor.

7. Counting. In order for work performed by a DBE to count as DBE credit toward the contract goal, the following criteria must be met:

(a) **DBE Certified to Perform the Work.** The DBE must be certified by the Colorado Unified Certification Program (UCP) in the work to be performed. DBEs are certified in particular areas of work which are designated by a six digit North American Industry Classifications System code plus a descriptor. Each DBE’s work codes can be found in its profile on the Colorado UCP DBE Directory at www.coloradodbe.org.

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 sublet 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 toward the contract goal. The Contractor shall terminate the DBE commitment and seek substitute DBE participation. However, a DBE’s work will continue to count as eligible participation if the DBE was certified upon approval of the sublet request 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 or Verified via Form 205.** The work performed by the DBE must be reasonably construed by CDOT to be included in the work area and work code identified by the Contractor in an approved commitment or verified via Form 205. While a Form 205 is not usually required for suppliers, if no commitment has been made to the DBE, the Contractor shall submit the Form 205 and a copy of the supplier quote to CDOT. This work shall not count against the Contractor’s thirty percent as required under CDOT Standard Special Provisions for Road and Bridge Construction subsection 108.01.

If the Contractor intends to use a DBE for work that was not listed in the original commitment, the Contractor shall submit a request for modification. Unapproved work will not count toward the contract goal. 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.

(c) **Work Performed by DBE.** The work must be actually performed by the DBE with its own forces. For purposes of this specification, work performed by the DBE with its 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 its 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 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.

When a DBE subcontracts part of the work, the value of the subcontracted work shall be counted toward the goal only if the subcontractor is a DBE and meets the criteria of this standard special provision. Performance by non-DBE subcontractors, including non-DBE trucking firms and owner-operators, shall be deducted from the DBE’s participation.

(d) **Payment Received for Work.** The DBE must receive payment, including the release of its retainage, in order for the work to count.

(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 by CDOT, based upon the actual work performed, in accordance with 49 CFR Part 26.53(e). When a DBE is deemed to be acting as a manufacturer, one hundred percent of the commitment will count as eligible participation. When a DBE is deemed to be acting as a regular dealer (i.e. non-manufacturer supplier), only sixty percent of the commitment will count as eligible participation. When a DBE is deemed to be
provided CDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. In the case of DBE temporary employment placement agencies, only the reasonable brokerage fee will count as eligible participation.

(f) **Reasonable Service Fees.** For a DBE firm for 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 toward the contract goal, temporary employee that will be specifically and exclusively used for work on the contract shall count as DBE credit; the hourly fee does not count toward the contract goal 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 apply to CDOT to determine how much of the work performed by the joint venture will count toward the contract goal. The DBE shall complete Form 893, Information for Determining DBE Participation when a Joint Venture Includes a DBE. To ensure sufficient time for review, Form 893 shall be submitted to CDOT no less than ten days before the submission of the proposal or, if requested during the contract, the point at which the DBE will begin work.

(h) **Commercially Useful Function.** If CDOT determines that a DBE has not performed a commercially useful function (CUF) on the project, no participation by such DBE shall count toward the contract goal. CUF means responsibility for the execution of the work and carrying out such responsibilities by actually performing, managing and supervising the work. CDOT will monitor performance during the Contract to ensure each DBE is performing a CUF. If CDOT determines that a DBE is not performing a CUF, no work performed by such DBE shall count as eligible participation. The DBE, Contractor, and any other involved third parties may also be subject to additional enforcement actions.

When determining whether a DBE is performing a CUF, CDOT will consider the amount of work subcontracted, industry practices, the amount the firm is to be paid compared to the work performed and eligible participation claimed, and any other relevant factors. With respect to material and supplies used on the Contract, in order to perform a CUF the DBE must be responsible for negotiating price, determining quality and quantity, ordering the material, installing the material, if applicable, and paying for the material itself.

With respect to trucking, in order to perform a CUF, the DBE trucking firm must own and operate at least one fully licensed, insured and operational truck used on the Contract. Additionally, the DBE trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the Contract. CDOT only permits a DBE trucking firm to count the work performed with trucks it owns, insures and operates using drivers it employs or with trucks it leases 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 its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation. CDOT will evaluate similar transactions involving non-DBEs in order to determine whether a DBE is an extra participant. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved, CDOT will presume that the DBE is not performing a CUF. The DBE may present evidence to rebut this presumption.

(i) **Joint Checks.** All joint checks must be approved by CDOT before they are used in payment to a DBE. A joint check is a check issued by the Contractor or one of its subcontractors to a DBE firm and a material supplier or other third party for materials or services to be incorporated into the work. Joint checks used in payments to DBEs will be monitored closely to ensure (1) the DBE is performing a CUF and (2) the joint checks are not being used in a discriminatory manner. The Contractor shall request approval for the use of a joint check in a written letter signed by the DBE and the Contractor, stating the reason for the joint checks and the approximate number of checks that will be needed. Failure to receive approval of a joint check may result in CDOT not counting such payment as participation by the DBE.
8. Contract Finalization

(a) **Form 1432, Commercially Useful Function Questionnaire.** In order to finalize the project, the Contractor must submit a Form 1432, Commercially Useful Function Questionnaire for each DBE that performed work or provided supplies toward meeting the contract goal. The Form 1432 must be signed by the DBE, Contractor and Engineer.

(b) **Payment Reduction.** The Contractor's retainage will not be released until CDOT has determined whether the Contractor will be subject to a payment reduction. The Contractor will be subject to a payment reduction for any termination or reduction which was not approved. Additionally, the Contractor will be subject to a payment reduction for the portion of the contract goal that was not met and was not waived. The contractor will not be subject to duplicate reduction for the same offense. CDOT may adjust the payment reduction wherein the Contractor demonstrates that its failure to obtain DBE participation was due to circumstances outside of its control.

9. **Other Enforcement.** As it determines necessary, CDOT may conduct reviews or investigations of participants. All participants, including, but not limited to, DBE firms and applicants for DBE certification, complainants, and contractors using DBE firms to meet contract goals, are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information.

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 (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

If CDOT determines that a Contractor or subcontractor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by CDOT to be unallowable, or if the Contractor engages in repeated violations, falsification or misrepresentation, CDOT may refuse to count any fraudulent or misrepresented DBE participation; withhold progress payments to the Contractor commensurate with the violation; suspend or reduce the Contractor's prequalification status; refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; or seek any other available contractual remedy.

**END OF SECTION**
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. CO180024 applies to the following counties: Larimer, Mesa, and Weld counties.

### POWER EQUIPMENT OPERATOR:

<table>
<thead>
<tr>
<th>Code</th>
<th>Classification</th>
<th>Basic Hourly Rate</th>
<th>Fringe Benefits</th>
<th>Last Mod</th>
</tr>
</thead>
<tbody>
<tr>
<td>1714</td>
<td>Smaller than Watson 2500 and similar</td>
<td>27.60</td>
<td>10.10</td>
<td></td>
</tr>
<tr>
<td>1715</td>
<td>Watson 2500 similar or larger</td>
<td>27.92</td>
<td>10.10</td>
<td></td>
</tr>
<tr>
<td>1716</td>
<td>Weld</td>
<td>26.84</td>
<td>10.10</td>
<td></td>
</tr>
</tbody>
</table>

### CARPENTER:

<table>
<thead>
<tr>
<th>Code</th>
<th>Classification</th>
<th>Basic Hourly Rate</th>
<th>Fringe Benefits</th>
<th>Last Mod</th>
</tr>
</thead>
<tbody>
<tr>
<td>1717</td>
<td>Excludes Form Work</td>
<td>20.72</td>
<td>5.34</td>
<td></td>
</tr>
<tr>
<td>1718</td>
<td>Larimer, Mesa</td>
<td>18.79</td>
<td>3.67</td>
<td></td>
</tr>
<tr>
<td>1719</td>
<td>Weld</td>
<td>16.54</td>
<td>3.90</td>
<td></td>
</tr>
</tbody>
</table>

### CEMENT MASON/CONCRETE FINISHER:

<table>
<thead>
<tr>
<th>Code</th>
<th>Classification</th>
<th>Basic Hourly Rate</th>
<th>Fringe Benefits</th>
<th>Last Mod</th>
</tr>
</thead>
<tbody>
<tr>
<td>1720</td>
<td>Larimer</td>
<td>16.05</td>
<td>3.00</td>
<td></td>
</tr>
<tr>
<td>1721</td>
<td>Mesa</td>
<td>17.53</td>
<td>3.00</td>
<td></td>
</tr>
<tr>
<td>1722</td>
<td>Weld</td>
<td>17.48</td>
<td>3.00</td>
<td></td>
</tr>
</tbody>
</table>

### ELECTRICIAN:

<table>
<thead>
<tr>
<th>Code</th>
<th>Classification</th>
<th>Basic Hourly Rate</th>
<th>Fringe Benefits</th>
<th>Last Mod</th>
</tr>
</thead>
<tbody>
<tr>
<td>1723</td>
<td>Weld</td>
<td>33.45</td>
<td>7.58</td>
<td></td>
</tr>
<tr>
<td>1724</td>
<td>Weld</td>
<td>25.84</td>
<td>6.66</td>
<td></td>
</tr>
</tbody>
</table>
The wage and fringe benefits listed below do not reflect collectively bargained rates.

<table>
<thead>
<tr>
<th>Code</th>
<th>Classification</th>
<th>Basic Hourly Rate</th>
<th>Fringe Benefits</th>
<th>Last Mod</th>
</tr>
</thead>
<tbody>
<tr>
<td>1725</td>
<td>Weld FENCE ERECTOR:</td>
<td>17.46</td>
<td>3.47</td>
<td></td>
</tr>
<tr>
<td>1726</td>
<td>Larimer, Weld GUARDRAIL INSTALLER:</td>
<td>12.89</td>
<td>3.39</td>
<td></td>
</tr>
<tr>
<td>1727</td>
<td>Larimer HIGHWAY/PARKING LOT STRIPING:</td>
<td>14.79</td>
<td>3.98</td>
<td></td>
</tr>
<tr>
<td>1728</td>
<td>Mesa</td>
<td>14.75</td>
<td>3.21</td>
<td></td>
</tr>
<tr>
<td>1729</td>
<td>Weld</td>
<td>14.66</td>
<td>3.21</td>
<td></td>
</tr>
<tr>
<td>1730</td>
<td>Larimer, Weld IRONWORKER: Reinforcing (Excludes Guardrail Installation)</td>
<td>16.69</td>
<td>5.45</td>
<td></td>
</tr>
<tr>
<td>1731</td>
<td>Larimer, Weld Structural (Excludes Guardrail Installation)</td>
<td>18.22</td>
<td>6.01</td>
<td></td>
</tr>
<tr>
<td>1732</td>
<td>Larimer LABORER: Asphalt Raker</td>
<td>18.66</td>
<td>4.66</td>
<td></td>
</tr>
<tr>
<td>1733</td>
<td>Weld</td>
<td>16.72</td>
<td>4.25</td>
<td></td>
</tr>
<tr>
<td>1734</td>
<td>Asphalt Shoveler</td>
<td>21.21</td>
<td>4.25</td>
<td></td>
</tr>
<tr>
<td>1735</td>
<td>Asphalt Spreader</td>
<td>18.58</td>
<td>4.65</td>
<td></td>
</tr>
<tr>
<td>1736</td>
<td>Common or General</td>
<td>16.29</td>
<td>4.25</td>
<td></td>
</tr>
<tr>
<td>1737</td>
<td>Concrete Saw (Hand Held)</td>
<td>16.29</td>
<td>6.14</td>
<td></td>
</tr>
<tr>
<td>1738</td>
<td>Landscape and Irrigation</td>
<td>12.26</td>
<td>3.16</td>
<td></td>
</tr>
<tr>
<td>1739</td>
<td>Mason Tender - Cement/Concrete</td>
<td>16.29</td>
<td>4.25</td>
<td></td>
</tr>
<tr>
<td>1740</td>
<td>Larimer Pipelayer</td>
<td>17.27</td>
<td>3.83</td>
<td></td>
</tr>
<tr>
<td>1741</td>
<td>Mesa, Weld</td>
<td>16.23</td>
<td>3.36</td>
<td></td>
</tr>
<tr>
<td>1742</td>
<td>Traffic Control (Flagger)</td>
<td>9.55</td>
<td>3.05</td>
<td></td>
</tr>
</tbody>
</table>
The wage and fringe benefits listed below do not reflect collectively bargained rates.

<table>
<thead>
<tr>
<th>Code</th>
<th>Classification</th>
<th>Basic Hourly Rate</th>
<th>Fringe Benefits</th>
<th>Last Mod</th>
</tr>
</thead>
<tbody>
<tr>
<td>LABORER (con’t):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic Control (Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags), (Excludes Flaggers)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1743</td>
<td>Larimer, Weld</td>
<td>12.43</td>
<td>3.22</td>
<td></td>
</tr>
<tr>
<td>1744</td>
<td>PAINTER (Spray Only)</td>
<td>16.99</td>
<td>2.87</td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asphalt Laydown</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1745</td>
<td>Larimer</td>
<td>26.75</td>
<td>5.39</td>
<td></td>
</tr>
<tr>
<td>1746</td>
<td>Mesa, Weld</td>
<td>23.93</td>
<td>7.72</td>
<td></td>
</tr>
<tr>
<td>1747</td>
<td>Asphalt Paver</td>
<td>21.50</td>
<td>3.50</td>
<td></td>
</tr>
<tr>
<td>Asphalt Roller</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1748</td>
<td>Larimer</td>
<td>23.57</td>
<td>3.50</td>
<td></td>
</tr>
<tr>
<td>1749</td>
<td>Mesa</td>
<td>24.25</td>
<td>3.50</td>
<td></td>
</tr>
<tr>
<td>1750</td>
<td>Weld</td>
<td>27.23</td>
<td>3.50</td>
<td></td>
</tr>
<tr>
<td>Asphalt Spreader</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1751</td>
<td>Larimer</td>
<td>25.88</td>
<td>6.80</td>
<td></td>
</tr>
<tr>
<td>1752</td>
<td>Mesa, Weld</td>
<td>23.66</td>
<td>7.36</td>
<td></td>
</tr>
<tr>
<td>Backhoe/Trackhoe</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1753</td>
<td>Larimer</td>
<td>21.46</td>
<td>4.85</td>
<td></td>
</tr>
<tr>
<td>1754</td>
<td>Mesa</td>
<td>19.81</td>
<td>6.34</td>
<td></td>
</tr>
<tr>
<td>1755</td>
<td>Weld</td>
<td>20.98</td>
<td>6.33</td>
<td></td>
</tr>
<tr>
<td>Bobcat/Skid Loader</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1756</td>
<td>Larimer</td>
<td>17.13</td>
<td>4.46</td>
<td></td>
</tr>
<tr>
<td>1757</td>
<td>Mesa, Weld</td>
<td>15.37</td>
<td>4.28</td>
<td></td>
</tr>
<tr>
<td>1758</td>
<td>Boom</td>
<td>22.67</td>
<td>8.72</td>
<td></td>
</tr>
<tr>
<td>Broom/Sweeper</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1759</td>
<td>Larimer</td>
<td>23.55</td>
<td>6.20</td>
<td></td>
</tr>
<tr>
<td>1760</td>
<td>Mesa</td>
<td>23.38</td>
<td>6.58</td>
<td></td>
</tr>
<tr>
<td>1761</td>
<td>Weld</td>
<td>23.23</td>
<td>6.89</td>
<td></td>
</tr>
</tbody>
</table>
General Decision No. CO180024

The wage and fringe benefits listed below do not reflect collectively bargained rates.

<table>
<thead>
<tr>
<th>Code</th>
<th>Classification</th>
<th>Basic Hourly Rate</th>
<th>Fringe Benefits</th>
<th>Last Mod</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>POWER EQUIPMENT OPERATOR (con't):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bulldozer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1762</td>
<td>Larimer, Weld</td>
<td>22.05</td>
<td>6.23</td>
<td></td>
</tr>
<tr>
<td>1763</td>
<td>Mesa</td>
<td>22.67</td>
<td>8.72</td>
<td></td>
</tr>
<tr>
<td>1764</td>
<td>Crane</td>
<td>26.75</td>
<td>6.16</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Drill</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1765</td>
<td>Larimer, Weld</td>
<td>31.39</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>1766</td>
<td>Mesa</td>
<td>35.06</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>1767</td>
<td>Forklift</td>
<td>15.91</td>
<td>4.68</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grader/Blade</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1768</td>
<td>Larimer</td>
<td>24.82</td>
<td>5.75</td>
<td></td>
</tr>
<tr>
<td>1769</td>
<td>Mesa</td>
<td>23.42</td>
<td>9.22</td>
<td></td>
</tr>
<tr>
<td>1770</td>
<td>Weld</td>
<td>24.53</td>
<td>6.15</td>
<td></td>
</tr>
<tr>
<td>1771</td>
<td>Guardrail/Post Driver</td>
<td>16.07</td>
<td>4.41</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Loader (Front End)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1772</td>
<td>Larimer</td>
<td>20.45</td>
<td>3.50</td>
<td></td>
</tr>
<tr>
<td>1773</td>
<td>Mesa</td>
<td>22.44</td>
<td>9.22</td>
<td></td>
</tr>
<tr>
<td>1774</td>
<td>Weld</td>
<td>23.92</td>
<td>6.67</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mechanic</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1775</td>
<td>Larimer</td>
<td>27.68</td>
<td>4.57</td>
<td></td>
</tr>
<tr>
<td>1776</td>
<td>Mesa</td>
<td>25.50</td>
<td>5.38</td>
<td></td>
</tr>
<tr>
<td>1777</td>
<td>Weld</td>
<td>24.67</td>
<td>5.68</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Oiler</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1778</td>
<td>Larimer</td>
<td>24.16</td>
<td>8.35</td>
<td></td>
</tr>
<tr>
<td>1779</td>
<td>Mesa</td>
<td>23.93</td>
<td>9.22</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Roller/Compactor (Dirt and Grade Compaction)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1780</td>
<td>Larimer</td>
<td>23.67</td>
<td>8.22</td>
<td></td>
</tr>
<tr>
<td>1781</td>
<td>Mesa, Weld</td>
<td>21.33</td>
<td>6.99</td>
<td></td>
</tr>
</tbody>
</table>
The wage and fringe benefits listed below do not reflect collectively bargained rates.

<table>
<thead>
<tr>
<th>Code</th>
<th>Classification</th>
<th>Basic Hourly Rate</th>
<th>Fringe Benefits</th>
<th>Last Mod</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>POWER EQUIPMENT OPERATOR (con’t.):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rotomill</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1783</td>
<td>Larimer</td>
<td>18.59</td>
<td>4.41</td>
<td></td>
</tr>
<tr>
<td>1784</td>
<td>Weld</td>
<td>16.22</td>
<td>4.41</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Scraper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1785</td>
<td>Larimer</td>
<td>21.33</td>
<td>3.50</td>
<td></td>
</tr>
<tr>
<td>1786</td>
<td>Mesa</td>
<td>24.06</td>
<td>4.13</td>
<td></td>
</tr>
<tr>
<td>1787</td>
<td>Weld</td>
<td>30.14</td>
<td>1.40</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Screed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1788</td>
<td>Larimer</td>
<td>27.20</td>
<td>5.52</td>
<td></td>
</tr>
<tr>
<td>1789</td>
<td>Mesa</td>
<td>27.24</td>
<td>5.04</td>
<td></td>
</tr>
<tr>
<td>1790</td>
<td>Weld</td>
<td>27.95</td>
<td>3.50</td>
<td></td>
</tr>
<tr>
<td>1791</td>
<td>Tractor</td>
<td>13.13</td>
<td>2.95</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TRAFFIC SIGNALIZATION:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Groundsman</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1792</td>
<td>Larimer</td>
<td>11.44</td>
<td>2.84</td>
<td></td>
</tr>
<tr>
<td>1793</td>
<td>Mesa</td>
<td>16.00</td>
<td>5.85</td>
<td></td>
</tr>
<tr>
<td>1794</td>
<td>Weld</td>
<td>16.93</td>
<td>3.58</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TRUCK DRIVER:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Distributor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1795</td>
<td>Larimer</td>
<td>19.28</td>
<td>4.89</td>
<td></td>
</tr>
<tr>
<td>1796</td>
<td>Mesa</td>
<td>19.17</td>
<td>4.84</td>
<td></td>
</tr>
<tr>
<td>1797</td>
<td>Weld</td>
<td>20.61</td>
<td>5.27</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dump Truck</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1798</td>
<td>Larimer</td>
<td>18.86</td>
<td>3.50</td>
<td></td>
</tr>
<tr>
<td>1799</td>
<td>Mesa</td>
<td>15.27</td>
<td>4.28</td>
<td></td>
</tr>
<tr>
<td>1800</td>
<td>Weld</td>
<td>15.27</td>
<td>5.27</td>
<td></td>
</tr>
</tbody>
</table>
The wage and fringe benefits listed below do not reflect collectively bargained rates.

<table>
<thead>
<tr>
<th>Code</th>
<th>Classification</th>
<th>Basic Hourly Rate</th>
<th>Fringe Benefits</th>
<th>Last Mod</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TRUCK DRIVER (cont.):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lowboy Truck</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1801</td>
<td>Larimer</td>
<td>18.96</td>
<td>5.30</td>
<td></td>
</tr>
<tr>
<td>1802</td>
<td>Mesa, Weld</td>
<td>18.84</td>
<td>5.17</td>
<td></td>
</tr>
<tr>
<td>1803</td>
<td>Mechanic</td>
<td>26.48</td>
<td>3.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Multi-Purpose Specialty &amp; Hoisting Truck</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1804</td>
<td>Larimer, Mesa</td>
<td>16.65</td>
<td>5.46</td>
<td></td>
</tr>
<tr>
<td>1805</td>
<td>Weld</td>
<td>16.87</td>
<td>5.56</td>
<td></td>
</tr>
<tr>
<td>1806</td>
<td>Pickup and Pilot Car</td>
<td>13.93</td>
<td>3.68</td>
<td></td>
</tr>
<tr>
<td>1807</td>
<td>Semi/Trailer Truck</td>
<td>18.39</td>
<td>4.13</td>
<td></td>
</tr>
<tr>
<td>1808</td>
<td>Truck Mounted Attenuator</td>
<td>12.43</td>
<td>3.22</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Water Truck</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1809</td>
<td>Larimer</td>
<td>19.14</td>
<td>4.99</td>
<td></td>
</tr>
<tr>
<td>1810</td>
<td>Mesa</td>
<td>15.96</td>
<td>5.27</td>
<td></td>
</tr>
<tr>
<td>1811</td>
<td>Weld</td>
<td>19.28</td>
<td>5.04</td>
<td></td>
</tr>
</tbody>
</table>

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:
* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF SECTION
ON THE JOB TRAINING

This training special provision is an implementation of 23 U.S.C. 140 (a). The Contractor shall meet the requirements of the FHWA 1273 for all apprentices and trainees.

As part of the Contractor’s Equal Employment Opportunity Affirmative Action Program, training shall be provided on projects as follows:

1. The Contractor shall provide on the job training aimed at developing full journey workers in the skilled craft identified in the approved training plan. The Contractor shall provide at a minimum, required training hours listed in the Project Special Provisions for each project.

2. The primary objective of this specification is to train and upgrade women and minority candidates to full journey worker status. The Contractor shall make every reasonable effort to enroll and train minority and women workers. This training commitment shall not be used to discriminate against any applicant for training whether or not the applicant is a woman or minority.

3. The Contractor may employ temporary workers from CDOT supportive services providers to meet OJT requirements. Information pertaining to supportive services providers may be obtained by calling the CDOT OJT Coordinator at the number shown on the link http://www.coloradodot.info/business/equal-opportunity/training.html

4. An employee shall not be employed or utilized as a trainee in a skilled craft in which the employee has achieved journey status.

5. The minimum length and type of training for each skilled craft shall be as established in the training program selected by the Contractor and approved by the Department and the Colorado Division of the Federal Highway Administration (FHWA), or the U. S Department of Labor (DOL), Office of Apprenticeship or recognized state apprenticeship agency. To obtain assistance or program approval contact:

   CDOT Center for Equal Opportunity
   4201 East Arkansas Avenue
   Denver, CO  80222
   eo@dot.state.co.us
   1-800-925-3427

6. The Contractor shall pay the training program wage rates and the correct fringe benefits to each approved trainee employed on the project and enrolled in an approved program. The minimum trainee wage shall be no less than the wage for the Guardrail Laborer classification as indicated in the wage decision for the project.

7. The CDOT Regional Civil Rights Manager must approve all proposed apprentices and trainees for the participation to be counted toward the project goal and reimbursement. Approval must occur before training begins. Approval for the apprentice or trainee to begin work on a CDOT project will be based on:

   A. Evidence of the registration of the trainee or apprentice into the approved training program.
   B. The completed Form 838 for each trainee or apprentice as submitted to the Engineer.

8. Before training begins, the Contractor shall provide each trainee with a copy of the approved training program, pay scale, pension and retirement benefits, health and disability benefits, promotional opportunities, and company policies and complaint procedures.

9. Before training begins, the Contractor shall submit a copy of the approved training program and CDOT Form 1337 to the Engineer. Progress payments may be withheld until this is submitted and approved and may be withheld if the approved program is not followed.

10. On a monthly basis, the Contractor shall provide to the Engineer a completed On the Job Training Progress Report (Form 832) for each approved trainee or apprentice on the project. The Form 832 will be reviewed and approved by the Engineer before reimbursement will be made. The Contractor will be reimbursed for no more than the OJT Force Account budget. At the discretion of the Engineer and if funds are available, the Engineer may increase the
ON THE JOB TRAINING

force account budget and the number of reimbursable training hours through a Change Order. The request to increase the force account must be approved by the Engineer prior to the training.

11. Upon completion of training, transfer to another project, termination of the trainee or notification of final acceptance of the project, the Contractor shall submit to the Engineer a “final” completed Form 832 for each approved apprentice or trainee.

12. All forms are available from the CDOT Center for Equal Opportunity, through the CDOT Regional Civil Rights Manager, or on CDOT’s website at http://www.coloradodot.info/business/bidding/Bidding%20Forms/Bid%20Winner%20Forms

13. Forms 838 and 832 shall be completed in full by the Contractor. Reimbursement for training is based on the number of hours of on the job training documented on the Form 832 and approved by the Engineer. The Contractor shall explain discrepancies between the hours documented on Form 832 and the corresponding certified payrolls.

14. The OJT goal (# of training hours required) for the project will be included in the Project Special Provisions and will be determined by the Regional Civil Rights Manager after considering:

A. Availability of minorities, women, and disadvantaged for training;
B. The potential for effective training;
C. Duration of the Contract;
D. Dollar value of the Contract;
E. Total normal work force that the average bidder could be expected to use;
F. Geographic location;
G. Type of work; and
H. The need for additional journey workers in the area
I. The general guidelines for minimum total training hours are as follows:

<table>
<thead>
<tr>
<th>Contract dollar value</th>
<th>Minimum total training hours to be provided on the project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 1 million</td>
<td>0</td>
</tr>
<tr>
<td>&gt;1 - 2 million</td>
<td>320</td>
</tr>
<tr>
<td>&gt;2 - 4 million</td>
<td>640</td>
</tr>
<tr>
<td>&gt;4 - 6 million</td>
<td>1280</td>
</tr>
<tr>
<td>&gt;6 - 8 million</td>
<td>1600</td>
</tr>
<tr>
<td>&gt;8 - 12 million</td>
<td>1920</td>
</tr>
<tr>
<td>&gt;12 - 16 million</td>
<td>2240</td>
</tr>
<tr>
<td>&gt;16 - 20 million</td>
<td>2560</td>
</tr>
<tr>
<td>For each increment of $5 million, over $20 million</td>
<td>1280</td>
</tr>
</tbody>
</table>

15. The number of training hours for the trainees to be employed on the project shall be as shown in the Contract. The trainees or apprentices employed under the Contract shall be registered with the Department using Form 838, and must be approved by the Regional Civil Rights Manager before training begins for the participation to be counted toward the OJT project goal. The goal will be met by an approved trainee or apprentice working on that project; or, if a Contractor’s apprentice is enrolled in a DOL approved apprenticeship program and registered with CDOT using Form 838 and working for the Contractor on a non-CDOT project. The hours
ON THE JOB TRAINING

worked on the non-CDOT project may be counted toward the project goal with approved documentation on Form 832. Training hours will be counted toward one project goal.

16. Subcontractor trainees who are enrolled in an approved Program may be used by the Contractor to satisfy the requirements of this specification.

17. The Contractor will be reimbursed $2.00 per hour worked for each apprentice or trainee working on a CDOT project and whose participation toward the OJT project goal has been approved.

18. The Contractor shall have fulfilled its responsibilities under this specification if the CDOT Regional Civil Rights Manager has determined that it has provided acceptable number of training hours.

Failure to provide the required training will result in the following disincentives: A sum representing the number of training hours specified in the Contract, minus the number of training hours worked as certified on Form 832, multiplied by the journey worker hourly wages plus fringe benefits. 

\[ \text{Disincentives Assessed} = (\text{A hours} - \text{B hours worked}) \times (\text{C dollar per hour} + \text{D fringe benefits}) \]

Wage rate will be determined by averaging the wages for the crafts listed on Form 1337. The Engineer will provide the Contractor with a written notice at Final Acceptance of the project informing the Contractor of the noncompliance with this specification which will include a calculation of the disincentives to be assessed.

END OF SECTION
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.

Except for Local Agency projects, the Contractor and all subcontractors who are subject to Davis-Bacon Related Acts (DBRA) requirements, shall submit all payrolls and Contractor Fringe Benefit Statements.
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
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. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor’s own organization and with the assistance of workers under the contractor’s immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.
Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific 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.

   b. The contractor will accept as its operating policy the following statement:

   "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

   c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

   d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

   e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

   a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct
recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: 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. 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
5
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

July 3, 2017

refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or 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 there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT’s U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group 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 $10,000 or more. The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

   a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination 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 rates for such laborers or mechanics 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
(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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 at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of
Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the 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 journeyman 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 unless the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).
Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages.
required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

   a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, 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:

   (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.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such 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.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other 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.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, 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 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:
1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier 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.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant 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.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of
records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

   (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

   (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

   (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers 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
f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.