BID REQUEST NO. B1900141

WELD COUNTY
DEPARTMENT OF PUBLIC WORKS

CONTRACT BID DOCUMENTS
AND SPECIFICATIONS FOR

THE REPLACEMENT OF BRIDGE
WEL044.0-033.0A

December 18, 2019

Weld County Public Works
Division of Engineering
P.O. Box 758
1111 H Street
Greeley, Colorado 80632
970-400-3750
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The following checked forms and provisions take precedence over plan drawings and supplement the 2019 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.

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REQUEST FOR BID
WELD COUNTY, COLORADO
1150 O STREET
GREELEY, CO 80631

DATE: DECEMBER 18, 2019
BID NUMBER: B1900141
DESCRIPTION: REPLACEMENT OF BRIDGE WEL044.0-033.0A
MANDATORY PRE-BID CONFERENCE DATE: DECEMBER 30, 2019
BID OPENING DATE: JANUARY 6, 2020

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:

REPLACEMENT OF BRIDGE WEL044.0-033.0A

The project in general consists of the removal and replacement of an existing bridge crossing the
Western Mutual Ditch on WCR 44 between Hwy 85 and WCR 35. The construction will include the
installation of a precast concrete box culvert, unclassified excavation, embankment, aggregate base
course placement, hot mix asphalt placement, etc.

A mandatory pre-bid conference will be held at 10:00 a.m., on December 30, 2019, 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: 10:00am on Monday January 6, 2020 (Weld County
Purchasing Time Clock)

PAGES 1 – 16 OF THIS REQUEST FOR BIDS CONTAIN GENERAL INFORMATION FOR THE
REQUEST NUMBER REFERRED TO ABOVE. NOT ALL OF THE INFORMATION CONTAINED IN
PAGES 1 – 16 MAY BE APPLICABLE FOR EVERY PURCHASE. BID SPECIFICS FOLLOW PAGE
16.

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 https://www.weldgov.com/departments/purchasing/bids_proposals 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 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 Controller/Purchasing Director, 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 Controller/Purchasing Director; 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 Controller/Purchasing Director 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 themselves 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 Controller/Purchasing Director, 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 their 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 experience statement with pertinent information on similar Projects shall be furnished with the name of each Subcontractor proposed to perform work on the project. 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 ten (10) calendar days of receipt of the Notice of Award. The Certificate of Insurance shall name Weld County and the Colorado Department of Transportation 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 there-under. 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 themselves 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 to 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.
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 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 acknowledgment 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 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 Controller/Purchasing Director 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 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>
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<tbody>
<tr>
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<td>----------</td>
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</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(s) 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; and
$500,000 errors and omissions.
$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 Insureds: For general liability, excess/umbrella liability, pollution legal liability, liquor liability, and inland marine, Successful bidder/Contract Professional’s insurer shall name County 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, 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.

Contractor’s 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, contaminants, 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>
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<tr>
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<th>$</th>
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<tr>
<td>Per Loss</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>1,000,000</td>
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</table>

Builders’ Risk Insurance or Installation Floater – Completed Value Basis (Required)

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.

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.
To: Weld County Purchasing Department  
Attention: Controller/Purchasing Director  
P.O. Box 758, 1150 "O" Street  
Greeley, Colorado 80632

Bid Proposal for: Replacement of Bridge WEL044.0-033.0A

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) calendar 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.
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>BID SCHEDULE ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>BID QUANTITY</th>
<th>UNIT PRICE (DOLLARS)</th>
<th>TOTAL PRICE (DOLLARS)</th>
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<td>Clearing and Grubbing</td>
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<td>202</td>
<td>Removal of Asphalt Mat</td>
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<tr>
<td>203</td>
<td>Unclassified Excavation</td>
<td>CY</td>
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<td>203</td>
<td>Embankment Material (Complete In Place)</td>
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<td>263</td>
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<td>Backhoe</td>
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<td>Laborer</td>
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<td>Structure Excavation</td>
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<td>Structure Backfill (Class 1)</td>
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<td>Stockpile Topsoil</td>
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<td>208</td>
<td>Erosion Log Type 1 (12 Inch)</td>
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<tr>
<td>208</td>
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<td>208</td>
<td>Rock Check Dam</td>
<td>Each</td>
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<tr>
<td>208</td>
<td>Concrete Washout Structure</td>
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<tr>
<td>208</td>
<td>Vehicle Tracking Pad</td>
<td>Each</td>
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<td>Sweeping (Sediment Removal)</td>
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<td>Water Control</td>
<td>LS</td>
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<td>210</td>
<td>Reset Ground Sign</td>
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<td>212</td>
<td>Seeding (Native)</td>
<td>Acre</td>
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<td>213</td>
<td>Mulching (Weed Free hay)</td>
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<td>Mulch Tackifier</td>
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<td>216</td>
<td>Soil Retention Blanket (Excelsior)</td>
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<td>304</td>
<td>Aggregate Base course (Class 6)</td>
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<td>UNIT PRICE (DOLLARS)</td>
<td>TOTAL PRICE (DOLLARS)</td>
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<td>601</td>
<td>Structural Concrete Coating</td>
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<td>602</td>
<td>Reinforcing Steel (Epoxy Coated)</td>
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<td>606</td>
<td>Transition Type 3J</td>
<td>Each</td>
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<td>End Anchorage Type 3K</td>
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<td>End Anchorage (Non-Flared)</td>
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<td>End Anchorage (Flared)</td>
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<td>Steel Sign Post (2x2 Inch Tubing)</td>
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<td>620</td>
<td>Sanitary Facility</td>
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<td>625</td>
<td>Construction Surveying</td>
<td>LS</td>
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<td>626</td>
<td>Mobilization</td>
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<td>627</td>
<td>Epoxy Pavement Marking</td>
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* Include Force Account Items in Total Bid Price

Total Bid (Dollars):
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: ______________
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 the conditions, specifications and special provisions set forth in the request for bid for Request No. B1900141
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 the documents of the Request for Proposal 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. The bid(s) may be awarded to more than one vendor.

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 – 16.**
BID BOND

PROJECT: REPLACEMENT OF BRIDGE WEL044.0-033.0A

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 __________, 2019 for the REPLACEMENT OF BRIDGE WEL044.0-033.0A 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 ____________, 2019 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.
W-9
Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above.

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)
   - Other (see instructions)

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

5. Address (number, street, and apt. or suite no.). See instructions.

6. City, state, and ZIP code

7. 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester 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 for Part II, later.

Sign Here
Signature of U.S. person
Date

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form
An individual or entity (Form W-9 requestor) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amounts reportable on an information return. Examples of information returns include, but are not limited to, the following:
• Form 1099-INT (interest earned or paid)
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X
Form W-9 (Rev. 10-2018)
I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:
1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

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

[Signatures and dates]

Sworn to before me this day of, 20

Notary Public

My commission expires

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

**BIDDERS LIST**

<table>
<thead>
<tr>
<th>Project Name/Description</th>
<th>Project Number</th>
<th>Project Code/SubAccount</th>
<th>Proposal Date</th>
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**Contractor**

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

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Email</th>
<th>Work Proposed (Select all that apply)</th>
<th>DBE (Y/N)</th>
<th>Selected (Y/N)</th>
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I certify that the information provided herein is true and correct to the best of my knowledge.

Name: [ ]

Signature/Initials: [ ]

Title: [ ]

Date: [ ]

**Work Proposed Categories:**

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

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

CDOT Form #1413 12/16
# ANTICIPATED DBE PARTICIPATION PLAN

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

**Total Bid Amount**

**Total Eligible Participation Percentage**

---

**Bid 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>
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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: REPLACEMENT OF BRIDGE WEL044.0-033.0A

To:______________________________________________

______________________________________________

Project Description:

The project in general consists of the removal and replacement of an existing bridge crossing the Western Mutual Ditch on WCR 44 between Hwy 85 and WCR 35. The construction will include the installation of a precast concrete box culvert, unclassified excavation, embankment, aggregate base course placement, hot mix asphalt placement, etc.

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 two originals of the Agreement and furnish the required Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) calendar 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 __________, 2019

Weld County, Colorado, Owner

By:__________________________________________
Cameron Parrott, Senior Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by __________________________
______________________________ (Contractor)

Dated this _______________ day of __________________________, 2019

By:______________________________ Title: ________________________________
WELD COUNTY AGREEMENT (SAMPLE) FOR CONSTRUCTION SERVICES
BETWEEN WELD COUNTY &

REPLACEMENT OF BRIDGE WEL044.0-033.0A (SAMPLE)

THIS AGREEMENT is made and entered into this ___ day of ____________, 2019, 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 ______________, whose address is ___________________________________________
hereinafter referred to as “Contractor”.

WHEREAS, bridge WEL044.0-033.0A crossing the Western Mutual Ditch is in need of replacement,
(hereinafter referred to as the “Project”), and

WHEREAS, in the interests of public health, safety and welfare, it is necessary to undertake the
improvements of this structure and roadway, 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. B1900141”. The
RFB contains all the specific requirements of the 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
Exhibits A and B. 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 Exhibits A and B 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 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. 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.

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 any right or remedy 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” 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 Controller/Purchasing Director 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 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:**

- Coverage A (Workers’ Compensation) Statutory
- Coverage B (Employers Liability) $500,000

**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; and
- $500,000 errors and omissions.
- $5,000 Medical payments 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 Insureds:** For general liability, excess/umbrella liability, pollution legal liability, liquor liability, and inland marine, Contractor/Contract Professional’s insurer shall name County, State of Colorado, and CDOT as an additional insured.

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

**Subcontractors:** All subcontractors, independent Contractors, sub-vendors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all 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 insureds 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, 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”.

**Minimum Limits:**

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**Builders’ Risk Insurance or Installation Floater – Completed Value Basis (Required)**

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.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) 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.

(m) 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).
(n) 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, Cameron Parrott, Senior 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.: President,
   Address:
   Address:
   E-mail:
   Facsimile:
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 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 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 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.

33. **Public Contracts for Services C.R.S. §8-17-101.** For public contracts in excess of $500,000 annually, or for public contracts for road or bridge construction in excess of $50,000, Contractor certifies, warrants, and agrees that Colorado labor shall be employed to perform at least eighty percent of the work under this Contract. “Colorado labor” means any person who is a resident of the state of Colorado at the time of the public works project, who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty days. The County, in its sole discretion, may waive the eighty percent requirement if there is reasonable evidence to demonstrate insufficient Colorado labor is available to perform the work, and this requirement would create an undue burden that would substantially prevent the work from proceeding to completion. This section shall not apply to any project which is funded in whole or in part with federal funds, or where otherwise contrary to federal law.

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, 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 ______
__________________, 2019.

CONTRACTOR:
____________________________________

By:______________________________ Date:________

Name:______________________________

Title:______________________________
WELD COUNTY:
ATTEST:
Weld County Clerk to the Board

BY: ________________________________
Deputy Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

____________________________
Barbara Kirkmeyer, Chair
PERFORMANCE BOND
(PAGE 1 OF 2)

PROJECT: REPLACEMENT OF BRIDGE WEL044.0-033.0A

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 _____________ 2019, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT: REPLACEMENT OF BRIDGE WEL044.0-033.0A described in the Invitation for Bids, Bid No. B1900141.

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 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.
PROJECT: REPLACEMENT OF BRIDGE WEL044.0-033.0A

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 __________________, 2019.

__________________________________________
Contractor

__________________________________________
(Contractor) Secretary

(SEAL)

__________________________________________
(Address)

__________________________________________
(Address)

ATTEST:

__________________________________________
(Surety) Secretary

(SEAL)

__________________________________________
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.
LABOR & MATERIALS PAYMENT BOND  
(PAGE 1 OF 2)

PROJECT: REPLACEMENT OF BRIDGE WEL044.0-033.0A

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 ___________________ _____, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT: REPLACEMENT OF BRIDGE WEL044.0-033.0A described in the Invitation for Bids, Bid No. B1900141.

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.

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.
PROJECT: REPLACEMENT OF BRIDGE WEL044.0-033.0A

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 ________________________, 2019.

_______________________________________________
Contractor

_______________________________________________
(Contractor) Secretary

(SEAL)

_______________________________________________
(Witness as to Contractor) ____________________________ (Address)

_______________________________________________
(Address)

ATTEST:

_______________________________________________
(Surety) Secretary

(SEAL)

_______________________________________________
Witness as to Surety ____________________________ (Address)

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

To: ____________________________                                  Date: ____________

                                                                                      
                                                                                      
Name of Project:

PROJECT: REPLACEMENT OF BRIDGE WEL044.0-033.0A described in the Invitation for Bids, Bid No. B1900141.

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

By__________________________
Cameron Parrott, Senior Engineer
Weld County, Colorado, Owner

ACCEPTANCE OF NOTICE

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

__________________________ (Contractor)

Dated this ______ day of ________________________________, 2019.

By__________________________________________

Title_____________________________
CHANGE ORDER NO. (EXAMPLE)

PROJECT: REPLACEMENT OF BRIDGE WEL044.0-033.0A described in the Invitation for Bids, Bid No. B1900141

Date: ________________

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: __________
Cameron Parrott (Senior Engineer)

APPROVALS:

CONTRACTOR:

Name: __________________________ Date: __________
Title: __________________________

WELD COUNTY: BOARD OF COUNTY COMMISSIONERS
ATTEST: WELD COUNTY, COLORADO
Weld County Clerk to the Board

BY: __________________________
Deputy Clerk to the Board
________________________
Chairperson
CERTIFICATE OF SUBSTANTIAL COMPLETION

Contractor: ____________________________

Contract For: REPLACEMENT OF BRIDGE WEL044.0-033.0A described in the Invitation for Bids, Bid No. B1900141.

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 parties, so that the County and/or Owner can utilize the project for the use for which it was intended, 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 ______ 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)

TO: Weld County Public Works
    Attn: Cameron Parrott, Senior 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: REPLACEMENT OF BRIDGE WEL044.0-033.0A described in the Invitation for Bids, Bid No. B1900141.

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____________________)
COUNTY OF________________) ss.
The foregoing instrument was acknowledged before me this ______ day of _____________
______, 2019,

by_____________________________________
My commission expires:

Notary Public_________________________
FINAL LIEN WAIVER (SUBCONTRACTORS)

PROJECT: REPLACEMENT OF BRIDGE WEL044.0-033.0A

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 __________________________, 2019, 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 FINAL ACCEPTANCE

To:_____________________________ Date:______________

_____________________________________________________

_____________________________________________________

RE: PROJECT: REPLACEMENT OF BRIDGE WEL044.0-033.0A described in the Bid No. B1900141.

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:_____________________________
   Cameron Parrott, Senior Engineer
   Weld County, Colorado, Owner

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Final Acceptance is hereby acknowledged by:

Dated this ______ day of ________________________ 2019.

By_____________________________
   (Contractor)

Title_____________________________
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
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 hereeto.

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

<table>
<thead>
<tr>
<th>Contractor's firm or company name</th>
<th>By:</th>
<th>Date</th>
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<table>
<thead>
<tr>
<th>2nd contractor's firm or company name (if joint venture)</th>
<th>By:</th>
<th>Date</th>
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<tbody>
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</table>
# 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>

**Commitment Details**

<table>
<thead>
<tr>
<th>Category</th>
<th>Work to be Performed</th>
<th>DBE Work Code(s)</th>
<th>Commitment Amount</th>
<th>Eligible Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
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<tr>
<td>Trucking</td>
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<tr>
<td>Supplies</td>
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<tr>
<td>Services</td>
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<td><strong>Total</strong></td>
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</table>

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

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

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

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

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

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

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

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

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

GOOD FAITH EFFORT REPORT

Section 1. Contractor and Project Information

Bidder: Project:  
Address: Project Code:  
Contact Name: Proposal Amount:  
Contact Phone: Contract Goal Percentage:  
Contact Email: Contract Goal Dollar 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). Include direct outreach (state the DBE solicited, date(s) and method of phone, email or fax); indirect outreach such as events, publications, and/or communication with minority and other organizations that you conducted to reach DBEs (state date(s), location and audience); other efforts you made to assist DBEs in competing for or obtaining contracts (accepting quotes from DBEs that may be higher than other subcontractors, modifications to contract scopes, unbundling, mentoring, etc.); and obstacles you encountered in assisting or contracting with DBEs. Cost alone shall not be a reason to reject a DBE and will be considered in the evaluation of Page 2.

c. If the eligible participation submitted on the Form 1414 was miscalculated, determined to be invalid, or otherwise did not meet the contract goal, 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 by which their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if not fully successful. 49 CFR Part 26, Appendix A sets forth examples and guidance for good faith efforts. The contractor is not limited to the examples provided in 49 CFR Part 26, Appendix A and may provide any documentation that demonstrates good faith efforts to obtain DBE participation on this contract.

Note: Any determination of DBE participation in the contract bid that is contrary to the Bidder’s good faith efforts must be substantiated with supporting documentation.

I, ________________________, am the ________________________ of _______________________.

Representative Name Title 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

Notarization: Must be completed by a licensed notary.

County of __________________________ State of __________________________

Subscribed and sworn before me this ______________ day of ______________

Notary Signature __________________________

Notary Address __________________________

CDOT projects: Submit this form and all supporting documentation to the CDOT Civil Rights and Business Resource Center via fax to (303)757-8010. 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>
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The 2019 Standard Specifications for Road and Bridge Construction controls construction of this project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans.

### PROJECT SPECIAL PROVISIONS

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<td>(September 2019)</td>
<td>PSP 3</td>
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<td>(September 2019)</td>
<td>PSP 4</td>
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<tr>
<td>OJT Contract Goal</td>
<td>(September 2019)</td>
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<tr>
<td>Commencement and Completion of Work</td>
<td>(September 2019)</td>
<td>PSP 6</td>
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<td>PSP 7 - 8</td>
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<td>(September 2019)</td>
<td>PSP 10 - 12</td>
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<td>Revision of Section 105 – Control of Work</td>
<td>(September 2019)</td>
<td>PSP 13 - 17</td>
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<tr>
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<td>Revision of Section 108 – Prosecution and Progress</td>
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<td>Revision of Section 109 – Measurement and Payment</td>
<td>(September 2019)</td>
<td>PSP 26 - 28</td>
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<td>(September 2019)</td>
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<td>Revision of Section 202 – Removal of Asphalt Mat (Planing)</td>
<td>(September 2019)</td>
<td>PSP 30 - 32</td>
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<tr>
<td>Revision of Section 202 – Removal of Bridge</td>
<td>(September 2019)</td>
<td>PSP 33 - 36</td>
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<tr>
<td>Revision of Section 203 – Excavation and Embankment</td>
<td>(September 2019)</td>
<td>PSP 37 - 40</td>
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<tr>
<td>Revision of Section 206 – Excavation and Backfill for Structures</td>
<td>(September 2019)</td>
<td>PSP 41 - 42</td>
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<tr>
<td>Revision of Section 207 – Topsoil</td>
<td>(September 2019)</td>
<td>PSP 43 - 44</td>
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<tr>
<td>Revision of Section 208 – Erosion Control</td>
<td>(September 2019)</td>
<td>PSP 45 - 80</td>
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<tr>
<td>Revision of Section 212 – Seeding, Fertilizer, Soil Conditioner, and Sodding</td>
<td>(September 2019)</td>
<td>PSP 81 - 84</td>
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<tr>
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<td>(September 2019)</td>
<td>PSP 85 - 86</td>
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<tr>
<td>Revision of Section 304 – Aggregate Base Course</td>
<td>(September 2019)</td>
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</tr>
<tr>
<td>Revision of Section 401 – Plant Mix Pavements – General</td>
<td>(September 2019)</td>
<td>PSP 89</td>
</tr>
<tr>
<td>Revision of Section 403 – Hot Mix Asphalt</td>
<td>(September 2019)</td>
<td>PSP 90 – 93</td>
</tr>
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NOTICE TO BIDDERS

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

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:

Cameron Parrott, P.E. Senior Engineer
Weld County Public Works Department
1111 H Street
Greeley, CO 80632
Office Phone: 970-400-3750

Don Dunker, P.E. County Engineer
Weld County Public Works Department
1111 H Street
Greeley, CO 80632
Office Phone: 970-400-3750

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.

Each Bid shall be made on the forms included in the Contract Documents and no Bidder may withdraw his Bid for a period of sixty (60) days from and after the date set for opening of Bids.

The Work herein provided for shall be done under written Contract with the Contractor submitting the Bid which the Board of County Commissioners deems to be in the best interest of the County.

The successful Bidder will be required to furnish, as part of the Contract Documents, an insurance certificate in the amount specified in the Contract Documents, a Performance Bond and Labor & Materials Payment Bond, each in an amount equal to 5% of its Contract price, said bonds to be issued by a responsible corporate surety approved by the Board of County Commissioners and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the County from claims and damages of any kind caused by the operations of the Contractor.
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:

8.5% Percent DBE participation.
ON THE JOB TRAINING CONTRACT GOAL

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

Minimum number of total On the Job Training required 0 hours
COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall complete all work within 120 calendar days in accordance with the "Notice to Proceed."

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

Subsection 108.03 shall include the following:

The Contractor shall complete all construction items within the Western Mutual ditch and items which could impede the ability of the Western Mutual ditch to deliver water prior to March 31, 2020. If this milestone is not met, liquidated damages may be charged daily according to Subsection 108.09.

The Contractor's progress schedule may be a Bar Chart Schedule.

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

1. Survey
2. Temporary Erosion Control
3. Traffic Control/Road Closure
4. Construction Signing/Detour Route
5. Existing Bridge Demolition
6. Structure Construction
7. **Milestone for completing items for the Western Mutual ditch (3/31/2020)**
8. Roadway Grading
9. Roadway Surfacing
10. Guardrail and Final Signing & Striping
11. Permanent Erosion Control
12. Site Cleanup and Punch List
REVISION OF SECTION 101
DEFINITION OF TERMS

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 2019. Where the Contract Documents, Project Special Provisions, or 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 101.09 “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 (includes an extra day to replace Colorado Day)
- Labor Day
- Veterans Day
- Thanksgiving (includes an extra day to replace Martin Luther King Day)
- Christmas (includes an extra day to replace Columbus Day)

Verify with the project manager which days are considered the extra days.

When one of the holidays falls on a Sunday, the following Monday shall be considered a holiday. When one of the holidays falls on a Saturday, the preceding Friday shall be considered a holiday.

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

Subsection 101.48: “Pre-construction Conference” shall mean a meeting of Weld County personnel, Contractor project personnel, and other stakeholders held prior to the beginning of construction at which topics pertinent to the successful prosecution of the work are discussed.

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.
REVISION OF SECTION 101
DEFINITION OF TERMS

Subsection 101.65: “Roadway Prism” shall be defined as the prism of embankment extending from toe of embankment slope to the opposite toe of embankment slope.

Subsection 101.76: “State” shall mean Weld County.

Subsection 101.96: “Substantial completion” shall mean the completion of all payable work as shown on the pay application. Only non-payable or minor items, as determined by Weld County, may be placed on the punch list.

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
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 https://www.weldgov.com/departments/purchasing/bids_proposals located under Bids / Proposals / Tabulations.

Delete the second paragraph and replace with:

“All bidders on the projects shall submit bids by the following method:

Bid Delivery to Weld County:

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:

The following information will be available for review at the Weld County Public Works offices until the date set for opening of bids:

- Bridge Hydraulic Memo (dated 1/15/18)
- Subsurface Utility Exploration Reports (dated 8/21/19)
- Army Corps of Engineers 404 Permit (dated 6/30/17)

After the proposals have been opened, the winning bidder may obtain electronic sets of plans and special provisions (PDF, CAD files) at no cost from Weld County. Subcontractors and suppliers may obtain plans from the successful bidder.

END SECTION
REVISION OF SECTION 104
SCOPE OF WORK

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 change order for Differing Site Conditions. By way of example, Differing Site Conditions not eligible for a change order include 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.
9. On-site soils not suitable for structural foundations or embankments.
10. Ditch flows throughout the duration of the work.
11. Any unknown bridge removal aspects.
12. Unsuitable materials excavation.
13. High water levels due to stormwater runoff or snowmelt. The Contractor shall be expected to manage the risks associated with flows in the channel 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 so as 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.

PSP 10
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,

and

(2) When a major item of work is increased in excess of 150 percent or decreased below 25 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 25 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 104.03 shall be revised to include the following:

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

Delete Subsection 104.05 and replace with the following:

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

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 Weld County. 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.

Subsection 104.07 paragraph 5, starting with “Net cost savings…” shall be revised as follows:

Net cost savings on VECPs shall be split equally between the Contractor and Weld County as determined in the Basis of Payment section of this specification. VECPs shall be submitted prior to the start of construction activities relating to the VECP.
Subsection 104.07(d)(2) shall be deleted and replaced as follows:

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

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

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

Contractor's total incentive = \((\text{net savings})/2\)

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.
REVISION OF SECTION 105
CONTROL OF WORK

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

**Subsection 105.01 shall be revised to 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. In the case of any discrepancies between the Plans and/or Specifications, the Project Engineer has authority to determine which language shall apply to the Project.

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 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 shall include the following paragraphs prior to Subsection 105.02(a):**

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

For the purposes of review, working drawings are the same as shop drawings and shall be reviewed in the same manner.
Subsection 105.02 shall include the following Subsection:

(j) The Contractor shall provide “As-Constructed” drawings prior to final payment. The As-Constructed drawings shall be completed in accordance with Section 121.2.3 of the CDOT Construction Manual and CDOT Procedural Directive 508.1 – Professional Engineer’s Stamp. The As-Constructed drawings shall be stamped, signed, and dated by a licensed professional engineer or professional land surveyor registered in the State of Colorado. References in Section 121.2.3 of the CDOT Construction Manual to the Project Engineer shall apply to the Contractor.

Delete Subsection 105.03, paragraph 5 and replace with the following:

When the Engineer or Inspector finds the Materials furnished, Work performed, or the finished product are not in conformity with the Contract Documents, and Weld County determines, in its 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.

Delete Subsection 105.03, paragraph 7 and replace with the following:

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 one random sample 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.

Table 105-5, “V” Factors and Incentive Payments – Flexural Strength Criteria shall be revised as follows: The Lower Tolerance Limit, $T_L$ shall be 650 psi.

Subsection 105.07 shall be revised to include the following:

This project will have no monetary incentive/disincentive payment associated with HMA pavement smoothness. Even though no incentive/disincentive payments will be made, the contractor shall meet all the requirements and conditions of pavement smoothness Category II in table 105-6.

Subsection 105.07(b)(1) shall be revised as follows: Delete the last sentence of the twelfth paragraph and replace with the following:
Within 24 hours after each profile is collected, the Contractor shall submit the data electronically to the Engineer and Inspector.”

Subsection 105.09 shall be revised as follows: Delete subsection 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 Special Provisions
   ii. CDOT Project Special Provisions
   iii. CDOT Standard Special Provisions
   iv. CDOT Field Materials Manual (Latest Edition)
   v. CDOT Construction Manual (Latest Edition)
(c) CDOT Standard Specifications
(d) Plans
   i. Detailed Plans
   ii. Standard Plans
   iii. Calculated dimensions will govern over scaled dimensions

Where the Contract Documents, Project Special Provisions, or the CDOT Specifications contradict one another, the more stringent specification shall apply. 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 to include the following:**

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 shall be amended as follows:**

Delete all references to CDOT and replace with Weld County.

Delete the fourth paragraph and replace with the following:

Non-binding arbitration or litigation proceedings must commence with 180-calendar days of the Chief Engineer’s decision, absent written agreement otherwise by both parties.

Delete the fifth paragraph and replace with the following:

The venue for all unresolved disputes with an aggregate value $15,000 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

**Delete Subsection 105.24 (f) and replace with the following:**

If the Contractor disagrees with the Chief Engineer's decision, the Contractor may initiate de novo litigation or non-binding arbitration to finally resolve the claim that the Contractor submitted to Weld County. 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 Weld County, unless both parties agree to the use of arbitration.
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REVISION OF SECTION 105
CONTROL OF WORK

If the Contractor selected non-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 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 Weld County District Court with regard to quantum only.

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

**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.

**Add subsection 107.06 (j) immediately following subsection 107.06 (i) as follows:**

(j) **Performance of Safety Critical Work.** The following work elements are considered safety critical work for this project:

1. Overhead girder erection
2. Overhead structure construction or repair
3. Removal of bridge
4. Removal of portion of bridge
5. Temporary works: falsework, shoring that exceeds 5 feet in height, cofferdams, and temporary bridges
6. Work requiring the use of cranes or other heavy lifting equipment to set a girder, to make overhead repairs, or includes special provisions for Removal of Bridge or Removal of Portion of Bridge. Also, when construction materials are being lifted that may fall onto active traffic lanes.
7. Excavation and embankment adjacent to the roadway, especially if it requires shoring

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

The Construction Plan shall include the following:

1. Safety Critical Element for which the plan is being prepared and submitted.
2. Contractor or subcontractor responsible for the plan preparation and the work.
3. Schedule, procedures, equipment, and sequence of operations, that comply with the working hour limitations
4. Temporary works required: falsework, bracing, shoring, etc.
5. Additional actions that will be taken to ensure that the work will be performed safely.
REVISION OF SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

(6) Names and qualifications of workers who will be in responsible charge of the work:
   a. Years of experience performing similar work
   b. Training taken in performing similar work
   c. Certifications earned in performing similar work

(7) Names and qualifications of workers operating cranes or other lifting equipment
   a. Years of experience performing similar work
   b. Training taken in performing similar work
   c. Certifications earned in performing similar work

(8) The construction plan shall address how the Contractor will handle contingencies such as:
   a. Unplanned events (storms, traffic accidents, etc.)
   b. Structural elements that don’t fit or line up
   c. Work that cannot be completed in time for the roadway to be reopened to traffic
   d. Replacement of workers who don’t perform the work safely
   e. Equipment failure
   f. Other potential difficulties inherent in the type of work being performed

(9) Name and qualifications of Contractor’s person designated to determine and notify the Engineer in writing when it is safe to open a route to traffic after it has been closed for safety critical work.

(10) Erection plan or bridge removal plan when submitted as required elsewhere by the specifications. Plan requirements that overlap with above requirements may be submitted only once.

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

After the safety critical element conference, and prior to beginning work on the safety critical element, the Contractor shall submit a final construction plan to the Engineer for record purposes only. The Contractor’s Engineer shall sign and seal temporary works, such as falsework, shoring etc., related to construction plans for the safety critical elements, (3) Removal of Bridge, (4) Removal of Portion of Bridge and (5) Temporary Works. The final construction plan shall be stamped “Approved for Construction” and signed by the Contractor.

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

When ordered by the Engineer, the Contractor shall immediately stop safety critical work that is being performed in an unsafe manner or will result in an unsafe situation for the traveling public. Prior to stopping work, the Contractor shall make the situation safe for work stoppage. The
REVISION OF SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Contractor shall submit an acceptable plan to correct the unsafe process before the Engineer will authorize resumption of the work.

When ordered by the Engineer, the Contractor shall remove workers from the project that are performing the safety critical work in a manner that creates an unsafe situation for the public in accordance with subsection 108.06.

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

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

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

Subsection 107.15(b) shall be revised to include the following:

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:

When working in a waterway, the Contractor shall assess and understand the risk of working within waterways. 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 fifth 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 Weld County Public Works Department, 970-400-3750.
Subsection 107.20 shall be revised to include the following:

The employees of Weld County or authorized representatives are acting solely as agents and representatives of Weld County when carrying out and exercising the power of authority ranted to them under the Contract Documents. There shall not be any liability on them either personally or as employees of Weld County.

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

*The Contractor’s attention is directed to this subsection:*

The requirements as called out in this subsection will be strictly enforced. Weld County has submitted an application to the State of Colorado for a General Permit for Stormwater Discharges Associated with Construction Activities. The Contractor shall be responsible for complying with the applicable requirements of the permit.

107.25(c), paragraph one shall be deleted and replaced with the following:

The Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP) shall be obtained by the Contractor. The Contractor and Weld County will be co-permittees. The Contractor shall coordinate with Weld County to become the Operator permittee of the respective permit upon award of the Contract. The Contractor shall provide a copy of permit certification as the Operator to the Engineer prior to or at the Pre-construction Conference. No work shall begin until the CDPS-SCP permit with Owner and Operator has been approved by CDPHE. A copy of the permit shall be placed in the project SWMP. 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.

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

Subsection 108.01 shall include the following:

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 electronically via LCP-Tracker, utilizing the following web link: [https://prod.lcptracker.net/WebForms/login.aspx](https://prod.lcptracker.net/WebForms/login.aspx)

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 within the LCP-Tracker system 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.

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

The Contractor shall submit and approve their own payrolls in LCP-Tracker. The Contractor is responsible for ensuring all of the subcontractors submit and approve their own payrolls in LCP-Tracker. The Contractor shall be responsible for providing all technical support to all of the subcontractors. In the event, the Contractor cannot provide the technical support to all subcontractors, the Contractor shall coordinate directly with LCP-Tracker for the required technical support. Weld County and CDOT will not provide technical support to the Contractor or subcontractors.

The Engineer will approve or reject weekly payrolls for the Contractor.

Subsection 108.01 shall be revised as follows:

Delete the last paragraph starting with “All firms to which the Contractor will be subletting…”

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.
Subsection 108.03 shall include the following after 108.03(i):

(j) *Method Statements.* A Method Statement shall be prepared for the controlling activities in the CPM, salient features listed in the Commencement and Completion of Work special provision, or as directed by the Engineer. The Method Statement shall include any additional activity or feature that the Engineer considers to be a controlling factor for timely completion. The Method Statement shall be a detailed narrative describing each activity or feature and all work necessary to complete it. The Contractor shall include the following information in the Methods Statement:

1. Feature name;
2. Who is responsibility for the feature work (Contractor, subcontractor, supplier, utility, etc.);
3. **Detailed** description of the planned work procedures. The procedures to be used shall include information such as forming, excavation, pouring, heating and curing, backfill and embankment, trenching, protecting the work, etc. When separate or different procedures are to be employed due to seasonal or project phasing requirements, such differing procedures shall be described in the statement;
4. The planned quantity of work per day for each feature using the same units of measure as the applicable pay item;
5. The anticipated labor force required by labor type;
6. The number, types, and capacities of equipment planned for the work; and
7. The planned time for the work including the number of work days per week, number of shifts per day, and the number of hours per shift.

At the Engineer’s discretion, the Contractor shall update the Method Statement or any part thereof and resubmit it to the Engineer for review and approval.

**Delete subsection 108.04 Payment Schedule, and replace with the following:**

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

The Contractor shall submit the payment schedule at the preconstruction conference. The payment schedule shall show the total dollar amount of work expected to be completed by the end of each State Fiscal Year.

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

If the Contractor fails to submit the payment schedule by the required date, the Engineer will withhold further progress payments until such time as the Contractor has submitted it.

**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 Weld County. 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 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 accumulated per work day at $400.00 for the first four hours per day (four hours minimum) and $100.00 per hour thereafter for each Inspector or Engineer required to perform inspections on the work.

Construction operations shall stop at 5 p.m. the day before the start of a holiday or holiday weekend. The Contractor shall only make emergency repairs and provide proper protection of the work and to the traveling public during a holiday or holiday weekend.

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 written 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 written 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) and liquidated damages will be assessed to the Contractor per day, per the table in subsection 108.09 until the completion of the project.

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:

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>500,000</td>
</tr>
<tr>
<td>500,000</td>
<td>1,000,000</td>
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<td>1,000,000</td>
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<tr>
<td>5,000,000</td>
<td>10,000,000</td>
</tr>
<tr>
<td>10,000,000</td>
<td>-----------</td>
</tr>
</tbody>
</table>

END OF SECTION
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 project's placement site. During placement, tickets will be made available for inspection by the Engineer or Inspector. 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 Interval</th>
<th>Percentage</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. Soil conditioner
5. Fertilizer
6. Staging areas
7. Additional temporary construction easements if desired by the Contractor
8. Coordination with utility companies
9. 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.

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.

The contractor shall submit 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 Weld County to withhold subsequent payments or retainage to the Contractor.

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:

8. 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:

9. 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 LPA to withhold subsequent payments or retainage from the Contractor.

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:

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 2” diameter. 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.

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>Lump Sum</td>
</tr>
</tbody>
</table>

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

In subsection 202.01, add the following:

This work includes saw-cutting, removal, and disposal of existing asphalt mat, as shown on the plans or at locations directed by the Engineer.

In subsection 202.02 delete the seventh paragraph and replace with the following:

Certain portions of the existing asphalt mat, which vary in thickness, shall be saw-cut and removed. The work associated with saw-cutting (asphalt) shall not be measured separately and shall be considered subsidiary to the removal bid items. Asphalt removed shall be hauled off the jobsite and shall become the property of the Contractor.

The costs associated with loading, hauling, and dumping the asphalt shall be considered subsidiary to the asphalt removal bid items.

Delete subsection 202.09, and replace it with the following:

202.09 Removal of Asphalt Mat (Planing). Prior to beginning planing operations, the Contractor shall submit a planing plan and a Process Control Plan (PCP) for approval by the Engineer. The planing plan shall include at a minimum:

1. The number, types and sizes of planers to be used.
2. The width and location of each planing pass.
3. The number and types of brooms to be used and their locations with respect to the planers.
4. The proposed method for planing and wedging around existing structures such as manholes, valve boxes, and inlets.
5. The longitudinal and transverse typical sections for tie-ins at the end of the day.
6. If requested by the Engineer, a plan sheet showing the milling passes.

The PCP shall include as a minimum:

1. The schedule for replacing the cutting teeth.
2. The daily preventive maintenance schedule and checklist.
3. Proposed use of automatic grade controls.
4. The surface testing schedule for smoothness.
5. The process for filling distressed areas.
6. The schedule for testing macrotexture of the milled surface.
7. Corrective procedures if the milled surface does not meet the minimum macrotexture specification.
8. Corrective procedures if the milled surface does not meet the minimum transverse or longitudinal surface finish when measured with a 10 foot straightedge.

The Contractor shall not start the planing operation until the hot mix asphalt (HMA) mix design has been approved and a Form 43 has been signed by the Engineer.
REVISION OF SECTION 202
REMOVAL OF ASPHALT MAT (PLANING)

The existing pavement shall be milled to the cross-slope as shown on the plans and shall have a surface finish that does not vary longitudinally or transversely more than ⅜ inch from a 10-foot straightedge. A 10-foot straightedge shall be supplied by the Contractor.

All milled surfaces shall be broomed with a pick-up broom, unless otherwise specified, before being opened to traffic. A sufficient number of brooms shall be used immediately after planing to remove all milled material remaining in the roadway.

If the Contractor fails to adequately clean the roadway, work shall cease until the Engineer has approved the Contractor’s revised written proposal to adequately clean the roadway.

The milled surface shall have a macrotexture equal to or less than 0.170 inches for single-lift overlays and 0.215 inches for multiple-lift overlays as tested in accordance with CP 77. Milled surfaces that do not meet these criteria shall require corrective action in accordance with the PCP. The Contractor shall be responsible for testing the macrotexture of the milled surface at the location directed by the Engineer in accordance with CP 77 at a stratified random frequency of one test per 10,000 square yards or a minimum of once per work day.

At the completion of each day’s work, longitudinal vertical edges greater than 1 inch shall be tapered. No transverse vertical edges will be allowed. Longitudinal milled surface tie-ins to existing pavement shall be tapered to not less than a 3:1 slope, transverse milled surface tie-ins to existing pavement shall be tapered to not less than a 50:1 slope. Transverse tapered joints may be tapered with the planing machine, a temporary asphalt ramp, or other methods approved by the Engineer. No longitudinal joint between the milled and existing surfaces shall fall between 1 to 5 feet of any lane line.

If the transverse joint is tapered with a temporary asphalt ramp, the milled surface at the joint shall be constructed as a butt joint the full depth of the lift of asphalt to be placed on the milled surface. The Contractor shall be responsible for maintaining this asphalt ramp until all corresponding HMA is placed. All work associated with this joint will not be paid for separately, but shall be included in the cost of planing.

If the transverse joint is tapered with a planing machine, a butt joint shall be cut into the taper the full depth of the lift of asphalt to be placed on the milled surface prior to commencement of resurfacing. All work associated with this joint will not be paid for separately, but shall be included in the cost of planing. Other approved transverse joint tapers shall be maintained at the expense of the Contractor, and at a minimum shall incorporate a butt joint the full depth of the lift of asphalt to be placed on the milled surface prior to commencement of resurfacing.

Distressed or irregular areas identified in the planed surface by the Engineer shall be patched. The roadway shall be left in a safe and usable condition at the end of each work day. The Contractor shall take appropriate measures to ensure that the milled surface does not trap or hold water. All required pavement markings removed by the planing shall be restored before the roadway is opened to traffic.
3
REVISION OF SECTION 202
REMOVAL OF ASPHALT MAT (PLANING)

All planing shall be completed full width and parallel to the travel lanes before resurfacing commences unless otherwise directed by the Engineer.

All material generated by the planing operation shall become the property of the Contractor unless otherwise noted in the Contract.

Each planer shall conform to the following:

The planer shall have sufficient power, traction and stability to maintain an accurate depth of cut. The propulsion and guidance system of the planer shall be maintained in such condition that the planer may be operated to straight and true lines.

The planer shall be capable of operating with automatic grade controls (contact or non-contact) on both sides of the machine using a 30-foot averaging system or other approved grade control systems. The use of such controls shall be described in the Contractor’s PCP.

The planer shall be capable of picking up the removed material in a single operation. A self-loading conveyor shall be an integral part of the planer. Windrows will not be allowed.

Subsection 202.12 shall include the following:

Macrotecture testing, macrotecture corrective actions, planers, brooms, and all other work necessary to complete the item, Removal of Asphalt Mat (Planing), will not be measured and paid for separately, but shall be included in the work.

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

**Subsection 202.01 shall include the following:**

This work consists of removal of the existing Bridge No. WEL044.0-033.0A on WCR 44 over the Western Mutual Ditch, located approximately 2.5 miles northeast of Gilcrest, CO. Bridge removal shall consist of the complete removal of all superstructure and substructure elements. This item shall also include removal of portions of existing concrete ditch walls and slabs on the upstream side of the bridge. Removals shall be to a depth shown on the plans or at a minimum of 1 foot below finished grade or interface with the new structure. See plans for time limitations to the work.

**Subsection 202.02 shall include the following:**

The removal of the existing bridge shall be performed in a safe manner.

The Contractor is responsible for any coordination with the United States Army Corps of Engineers (USACE), US Fish and Wildlife Service, etc., as required, for bridge removal operations.

The Contractor shall submit a Bridge Removal Plan to the Engineer, for record purposes only, at least 10 working days prior to the proposed start of removal operations. This Plan shall detail procedures, sequences, and all features required to perform the removal in a safe and controlled manner. The Bridge Removal Plan shall be stamped “Approved for Construction” and signed by the Contractor. The Bridge Removal Plan will not be approved by the Engineer.

The Bridge Removal Plan shall provide complete details of the bridge removal process, including:

1. The removal sequence, including staging of removal operations. Sequence of operation shall include a detailed schedule that complies with the working hour limitations.
2. Equipment descriptions including size, number, type, capacity, and location of equipment during removal operations.
3. Shoring that exceeds 5 feet in height, all falsework and bracing.
4. Details, locations and types of protective coverings to be used. The protective covering shall prevent any materials, equipment or debris from falling onto the property below. When removal operations are located over or in proximity to any live waterway, railroad, or pedestrian/bicycle path, additional width of protective covering sufficient to protect these facilities shall be required. Detailed methods for protection of the existing roadway facilities, including measures to assure that people, property, utilities, and improvements will not be endangered.
5. Detailed methods for protection of live waterways including minimization of turbidity and sedimentation, and protection of existing wetlands.
6. Detailed methods for mitigation of fugitive dust resulting from the demolition.
7. Details for dismantling, removing, loading, and hauling steel elements.
8. Methods of Handling Traffic, including bicycles and pedestrians, in a safe and controlled manner.

A Pre-Removal Meeting shall be held at least seven days prior to the beginning of removal of the bridge. The Engineer, the Contractor, the removal subcontractor, the Contractor’s Engineer, and the Traffic Control Supervisor (TCS) shall attend the Pre-Removal Meeting. The Bridge Removal Plan shall be finalized at this Meeting.

The Contractor’s Engineer shall sign and seal 1) and 3) listed above in the final Bridge Removal Plan. The Contractor’s Engineer shall provide calculations that adequately demonstrate the stability of the structure remaining for both, the portions that are being removed and the portions that continue to support live traffic, if any, after the end of each stage of removal, before traffic is allowed to resume in its normal configuration. Stability analysis shall include, but not limited to: Girders, pier caps, pier columns and abutments.

The final Bridge Removal Plan shall be stamped “Approved for Construction” and signed by the Contractor. The Contractor shall submit a final Bridge Removal Plan to the Engineer prior to bridge removal for record purposes only. The Contractor shall not begin the removal process without the Engineer’s written authorization.

Submittal of the final Bridge Removal Plan to the Engineer, and field inspection performed by the Engineer, will in no way relieve the Contractor and the Contractor’s Engineer of full responsibility for the removal plan and procedures.

Unless otherwise directed, the Contractor’s Engineer need not be on site when bridge removal operations are in progress but shall be present to conduct daily inspection for written approval of the work. The Contractor’s Engineer shall inspect and provide written approval of each phase of the removal prior to allowing vehicles or pedestrians on, below, or adjacent to the structure. The Contractor’s Engineer shall certify in writing that the falsework, bracing, and shoring conform to the details of the final Bridge Removal Plan. A copy of the certification shall be submitted to the Engineer.

The Contractor’s Engineer shall inspect the bridge removal site and report in writing on a daily basis the progress of the operation and the status of the remaining structure. A copy of this daily report shall be available at the site of the work at all times, and a copy of the previous day’s inspection report shall be submitted to the Engineer daily.

The Contractor shall have all necessary workers, materials, and equipment at the site prior to closing any lanes to traffic to accommodate bridge removal operations. While the lanes are closed to public traffic, work shall be pursued promptly and without interruption until the roadway is reopened to traffic.

Removal of hazardous material shall be in accordance with Section 250.

The Contractor shall take all steps to avoid contaminating state waters, in accordance with subsection 107.25.
3

REVISION OF SECTION 202
REMOVAL OF BRIDGE

Should an unplanned event occur or the bridge removal operation deviate from the submitted bridge removal plan, the bridge removal operations shall immediately cease after performing any work necessary to ensure worksite safety. The Contractor shall submit to the Engineer, the procedure or operation proposed by the Contractor’s Engineer to correct or remedy the occurrence of this unplanned event or to revise the final Bridge Removal Plan. The Contractor shall submit his Engineer’s report in writing, within 24 hours of the event, summarizing the details of the event and the procedure for correction.

Before removal of the protective covering, the Contractor shall clean the protective covering of all debris and fine material.

Bridge removal may be suspended by the Engineer for the following reasons:

1. Final Bridge Removal Plan has not been submitted, or written authorization has not been provided by the Engineer to begin the removal.

2. The Contractor is not proceeding in accordance with the final Bridge Removal Plan, procedures, or sequence.

3. The Contractor’s Engineer is not on site to conduct inspection for the written approval of the work.

4. Safety precautions are deemed to be inadequate.

5. Existing neighboring facilities are damaged as a result of bridge removal.

Suspension of bridge removal operations shall in no way relieve the Contractor of his responsibility under the terms of the Contract. Bridge removal operations shall not resume until modifications have been made to correct the conditions that resulted in the suspension, as approved in writing by the Engineer.

The Contractor shall notify all emergency response agencies of the proposed removal work and any detours 24 hours in advance of work. This shall include the Colorado State Patrol, local Police Department, local Fire Department, all local ambulance services, and the Sheriff’s Department, as appropriate.

All required traffic control devices, night time flagging stations, barricades and VMS signs shall be in place, with detours in operation, prior to the beginning of removal operations each day. Night work shall conform to the requirements of the MUTCD, Parts 1, 5, and 6.

Prior to reopening the roadway to public traffic, all debris, protective pads, materials, and devices shall be removed and the roadways swept clean.

Explosives shall not be used for removal work without the written approval of the Engineer.
Removal shall include the superstructure, the substructure, which includes the piers, the abutments and wingwalls, the bridge rail, and any approach slabs and sleeper slabs.

Removal of the substructure shall be taken down to at least 2 feet below the natural existing or future ground surface (at its lowest point), unless otherwise approved by the Engineer. Holes resulting from substructure removal shall be backfilled with Structure Backfill (Class 2) to the adjacent existing grades.

All other materials removed from the existing structure shall become the property of the Contractor and shall be properly disposed of offsite at the Contractor's expense, unless otherwise stated in the plans.

Existing structures, facilities, and surrounding roadways shall not be damaged by the removal operations. Damage that does occur shall be repaired immediately at the Contractor’s expense.

Portions of the existing ditch channel walls shall be removed to the extents shown on the plans. Removal shall be taken to 1 foot below existing grade or 1 foot below the bottom of proposed structures at interface locations. Removal shall be performed with care so that the portions of existing concrete walls to remain are not damaged. Any damage to portions of the existing structure to remain shall be repaired at no additional cost to the project. Contractor is responsible for temporary shoring and stability during the removal process.

**Subsection 202.03 shall include the following:**

The salvaged materials shall be the property of the contractor.

**Subsection 202.12 shall include the following:**

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Removal of Bridge</td>
<td>Each</td>
</tr>
</tbody>
</table>

Payment for Removal of Bridge will be full compensation for all labor and materials required to complete the work, including, preparation and implementation of the Bridge Removal Plan, inspection, equipment, debris handling and disposal, salvaging, handling and storage of salvable materials, handling and disposal of all hazardous materials and disposal of non-salvable materials.

Lighting required for nighttime operations will not be measured and paid for separately but shall be included in the work.

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

**Subsection 203.01 shall be revised to include the following:**

This work includes the moisture treatment and density control of the top 8” of existing soils after topsoil removal and prior to embankment placement. The work also consists of moisture treatment and density control on the top 8” of the subgrade elevation in excavation areas.

Imported material used for backfilling pipes shall be tested for compatibility with the selected pipe material.

When non-Reinforced Concrete Pipe or Reinforced Concrete Pipe is used, the imported material shall be tested for sulfates and pH to ensure that it is compatible with the selected pipe material.

When Corrugated Steel Pipe, Bituminous Coated Corrugated Steel Pipe, or Precoated Corrugated Steel Pipe is used, the imported materials shall be tested for sulfates, chlorides, pH, and resistivity.

When Aramid Fiber Bonded Corrugated Steel Pipe or Corrugated Aluminum Pipe is used, the imported material shall be tested for pH and resistivity.

When Plastic Pipe is selected, the imported material does not need to be tested for sulfates, chlorides, pH, and resistivity.

Sulfates, chlorides, pH, and resistivity shall be determined by the following procedures:

1. Water soluble sulfates using CP-L2103 Method B.
2. Chlorides using CPL 2104.
3. Resistivity using ASTM G57

**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. The replacement material for these areas shall meet the requirements of Embankment with a minimum R-value of 35, Asphalt Pavement Millings, Aggregate Base Course (Class 6), and/or Geotextile.

**Subsection 203.03 replace the first sentence with the following:**

All embankment material shall consist of material that has been obtained from required excavation or from an approved source. The Contractor shall not obtain embankment material, other than that which is developed from suitable materials excavated on site, without written
approval of the Project Inspector. Material excavated at the project site may be used if approved by Weld County Inspector or Engineer.

Subsection 203.03 replace all reference to CDOT’s lab with Weld County’s Lab

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 203.06 add the following:

Unsuitable excavation materials produced from muck excavation and bridge installation shall not be used for embankment and shall be hauled off the jobsite. Topsoil which has been stripped and stockpiled shall be placed on top of embankment slopes.

In subsection 203.07 add the following:

It is anticipated that the majority of soil excavated on this project will be placed within the roadway prism or hauled off-site. However, the Project Inspector has the authority to order that certain material be placed within the embankment side slopes.

In subsection 203.07(a), paragraph 2, add the following:

A Sheepsfoot compactor shall not be used on A-1 material containing less than 30% retained on the ¾-inch sieve. Based on the Western Alliance for Quality Transportation Construction (WAQTC) inspection guidelines, the appropriate equipment to use on granular soils such as an A-1 soil, a steel vibratory roller or pneumatic rubber-tired roller. Sheepsfoot rollers are appropriate for materials composed of cohesive soils and clay rich non-durable bedrock.

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 (48 hours)
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.

Subsection 203.08 Proof Rolling shall be revised to include the following:

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 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 Embankment (Complete in Place) shall be full compensation for all work necessary to complete the earthwork to the lines and grades when on the Plans. This includes 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.

Payment will be made under:

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

END OF SECTION
Section 206 of the Standard Specifications is hereby revised for this project as follows:

**Section 206.01 shall include the following:**

Structure excavation, structure backfill, filter material and bedding material required for all pipes culverts and pipe culvert extensions, inlets, storm sewer pipes, manholes and other drainage structures, will not be paid for separately but shall be included in the work. Compaction, water, pumping, bailing, draining, de-watering, sheeting, bracing and all other work necessary to complete the above items will not be measured and paid for separately, but shall be included in the work.

**Delete Subsection 206.02(a)(2) and replace with the following:**

Flow fill shall be a self-leveling concrete material with the following specifications:

1. Slump of 7 to 10 inches when tested in accordance with ASTM C143.
2. Compressive strength $F'c = 1,000$ psi at 28 days when tested in accordance with ASTM D4832.
3. Weight of a minimum of 329 pounds ASTM 150 Type I-II.
4. Course aggregates when tested in accordance with ASTM-33 shall be a minimum of 1,000 pounds.
5. Fine Aggregate when tested in accordance with ASTM-33 shall be a minimum of 2,000 pounds.
6. Air Entraining Agent (Sika Air) shall be a minimum of 1.0 ounces per cubic yard when measured in accordance with ASTM C260.
7. Water shall be a minimum of 150 pounds.
8. Flash fill shall not be used in lieu of Flow Fill unless approved by the Engineer.

The Contractor shall submit a Structure Backfill (Flow-Fill) mix design for approval prior to placement. The mix design shall include the following laboratory test data:

1. ASTM C321, Air Content
2. ASTM D6023, Unit Weight
3. ASTM C143, Slump or ASTM D6103, Flow Consistency
4. ASTM D4832, 28-day Compressive Strength

The Contractor shall submit a Process Control (PC) Plan with the mix design to the Engineer. The PC Plan shall address batching, mixing, testing, and placement of the Structure Backfill (Flow-Fill).

**Delete Subsection 206.03, paragraph 3 and replace with the following:**

Rock, hardpan, or other unyielding material encountered in trenches for culvert pipe or conduit shall be removed below the designed grade for a minimum of 12 inches. This extra depth excavation shall be backfilled with loose Structure Backfill (Class 1) or other approved material. The subgrade beneath any structural element shall be scarified to the depth specified in Section 41.
2

REVISION OF SECTION 206
EXCAVATION AND BACKFILL FOR STRUCTURES

203.07 of the Specifications or as directed by the Engineer. The type of compaction shall be the same as that required for Structure Backfill (Class 2), as specified below.

Subsection 206.07 shall include the following:

Excavate and replace within same working day the structural excavation and structural backfill that is located below retaining walls.

Excavations shall not be left open for extended periods of time. Excavations left open overnight shall be surrounded by orange construction safety fence.

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

**Subsection 207.01 shall be revised to include the following:**

This work consists of removing existing on-site topsoil material, stockpiling the existing topsoil material and redistributing the existing topsoil material onto the re-graded slopes at a depth of four (4) inches minimum. The topsoil material shall be generally evenly distributed throughout the project limits. 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 immediate after Section 207.02:**

The source of topsoil for this project is undesignated. Topsoil can be salvaged from the project site or 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.

Topsoil salvaged from the project site must be amended/conditioned to meet the requirements of this specification.

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 aerobiocally 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) have to 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).

<table>
<thead>
<tr>
<th>Nutrient</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nitrogen</td>
<td>5 ppm</td>
</tr>
<tr>
<td>Phosphorus</td>
<td>5 ppm</td>
</tr>
<tr>
<td>Potassium</td>
<td>30 ppm</td>
</tr>
<tr>
<td>Iron (Fe)</td>
<td>5 ppm</td>
</tr>
</tbody>
</table>

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.

**Subsection 207.04 delete the last paragraph and replace with the following:**

Imported Topsoil and Topsoil salvaged from the roadways that meets the requirements of Section 207 will be measured by the cubic yard. The volume of Topsoil will be determined by measuring the area in which the Topsoil is placed and multiplying the area by 0.33 feet.

**Subsection 207.04 shall be revised to include the following:**

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.

**Subsection 207.05 shall be revised to include the following:**

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 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</td>
</tr>
</tbody>
</table>

END OF SECTION
SECTION 208
EROSION CONTROL

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

DESCRIPTION

208.01 This work consists of constructing, installing, maintaining, and removing when required, control measures during the life of the Contract to prevent or minimize erosion, sedimentation, and pollution of any State waters as defined in subsection 107.25, including wetlands.

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

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

When a provision of Section 208 or an order by the Engineer requires that an action be immediate or taken immediately, it shall be understood that the Contractor shall at once begin affecting completion of the action and pursue it to completion in a manner acceptable to the Engineer, and in accordance with the Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP) requirements. If immediate corrective actions cannot be taken, the Contractor shall immediately ask for a deferment by providing the information outlined in Section 208.09(c) for review by the Engineer.

MATERIALS

208.02 Erosion control materials are subject to acceptance in accordance with subsection 106.01. Erosion control materials shall be subject to the following approval process:
The material for control measures shall conform to the following:

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

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

The Contractor may obtain a current list of Colorado Weed Free Forage Crop Producers who have completed certification by contacting the Colorado Department of Agriculture, Weed Free Forage Program, 305 Interlocken Pkwy, Broomfield, CO 80021. Contact the Weed Free Forage Coordinator at (303) 869-9038. Also available at [www.colorado.gov/ag/csd](http://www.colorado.gov/ag/csd).

Bales shall be approximately 5 cubic feet of material and weigh at least 35 pounds. Stakes shall be wood and shall be 2 inch by 2 inch nominal.

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

### Physical Requirements for Silt Fence Geotextiles

<table>
<thead>
<tr>
<th>Property</th>
<th>Wire Fence Supported Requirements</th>
<th>Self-Supported Requirements</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grab Strength, lbs</td>
<td>90 minimum</td>
<td>124 minimum</td>
<td>ASTM D4632</td>
</tr>
<tr>
<td>Permittivity, sec⁻¹</td>
<td>0.05</td>
<td>0.05</td>
<td>ASTM D4491</td>
</tr>
<tr>
<td>Ultraviolet Stability</td>
<td>Minimum 70% strength retained</td>
<td>Minimum 70% strength retained</td>
<td>ASTM D4355</td>
</tr>
</tbody>
</table>

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

(c) *Temporary Berms.* Temporary berms shall be constructed out of embankment (subsoil) and not out of salvaged topsoil.

(d) *Temporary Slope Drains.* Temporary slope drains shall consist of fiber mats, plastic sheets, stone, concrete or asphalt gutters, half round pipe, metal or plastic pipe, wood flume, flexible rubber, or other materials suitable to carry accumulated water down the slopes. Outlet protection riprap shall conform to Section 506. Erosion control geotextile shall be a minimum Class 2, conforming to subsection 712.08.

(e) *Silt Berm.* Silt berm shall consist of permeable multi-use material consisting of ultraviolet (UV) stabilized high-density polyethylene or other approved material effective in reducing water velocity. Designed and tested system shall be installed on a Turf Reinforcement Mat or Soil Retention Blanket in accordance with Section 216. The segment shall be secured to the ground with either metal or wood stakes. Minimum requirements for securing stakes shall be in accordance with the plans. Dimensions of individual segments shall meet the following criteria:

<table>
<thead>
<tr>
<th></th>
<th>Width</th>
<th>Height</th>
<th>Weight</th>
<th>Percent Open Area</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6 - 11 inches</td>
<td>6 - 10 inches</td>
<td>&gt; 0.25 lbs./sq. ft.</td>
<td>20 – 50%</td>
</tr>
</tbody>
</table>
(f) *Rock Check Dam.* Rock Check dams shall be constructed of stone. Stone shall meet the requirements of Section 506.

(g) *Sediment Trap.* In constructing an excavated sediment trap, excavated soil may be used to construct the dam embankment, provided the soil meets the requirements of subsection 203.03. Outlet protection riprap shall be the size specified in the Contract and shall conform to Section 506. Erosion control geotextile shall be a minimum Class 1, conforming to subsection 712.08.

(h) *Erosion Logs.* Erosion logs shall be one of the following types unless otherwise shown on the plans:

1. Erosion Log (Type 1) shall consist of cylinder casings filled with curled aspen wood excelsior with a consistent width of fibers evenly distributed throughout the log. The casing shall be seamless, photo-degradable tube netting. The curled aspen wood excelsior shall be fungus free, resin free, and free of growth or germination inhibiting substances.

2. Erosion Log (Type 2) shall consist of cylinder casings filled with Erosion Log (Type 2) Compost in accordance with subsection 212.02. The compost-wood chip blend may be pneumatically shot into a geotextile cylindrical casing or be pre-manufactured. The geotextile casing shall consist of HDPE or polypropylene mesh (knitted, not extruded) with openings of $\frac{1}{8}$ to $\frac{3}{8}$ inch and contain the compost-wood chip material while not limiting water infiltration.

3. Erosion Log (Type 3) shall consist of cylinder casings filled with curled aspen wood excelsior with a consistent width of fibers evenly distributed throughout the log. The casing shall be seamless, 100 percent natural fiber cylinder netting (compostable) and shall have minimum dimensions as shown in Table 208-1, based on the diameter of the log shown on the plans. Netting shall be a woven cotton or cellulose base mesh that has an approval to compost certification with a maximum mesh size of 0.075 inches and index values as shown in Table 208-2. The curled aspen wood excelsior shall be fungus free, resin free, and free of growth or germination inhibiting substances.

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

Erosion Log (Type 1, Type 2, and Type 3) shall have minimum dimensions as shown in Table 208-1, based on the specified diameter of the log.
5
SECTION 208
EROSION CONTROL

Table 208-1
Dimensions of Erosion Logs

<table>
<thead>
<tr>
<th>Diameter Type 1 &amp; 3 (Inches)</th>
<th>Diameter Type 2 (Inches)</th>
<th>Length (feet)</th>
<th>Weight (minimum) (pounds/foot)</th>
<th>Stake Dimensions (Inches)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>8</td>
<td>10 Min. 180 Max.</td>
<td>1.6</td>
<td>¾ thickness by ¾ width by 18 long</td>
</tr>
<tr>
<td>12</td>
<td>12</td>
<td>10 Min. 180 Max.</td>
<td>2.5</td>
<td>1.5 thickness by 1.25 width by 24 long</td>
</tr>
<tr>
<td>20</td>
<td>18</td>
<td>10 Min. 100 Max.</td>
<td>4.0</td>
<td>1.5 thickness by 1.25 width by 30 long</td>
</tr>
</tbody>
</table>

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

Table 208-2
Index Values for Natural Fiber Netting

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirement</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fabric Tensile Strength</td>
<td>&gt;70 lbs.</td>
<td>ASTM D3822</td>
</tr>
<tr>
<td>Biodegradable</td>
<td>100%</td>
<td>ASTM D5988</td>
</tr>
<tr>
<td>Mesh Pattern</td>
<td>Rib</td>
<td></td>
</tr>
</tbody>
</table>

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

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

Table 208-3
Geotextile Requirements

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

Each silt dike segment shall have the following dimensions:

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vertical height after installation</td>
<td>&gt;5 inches</td>
</tr>
<tr>
<td>Geotextile sleeve section to interlock segments</td>
<td>&gt;8 inches</td>
</tr>
</tbody>
</table>
Silt dike segments shall be anchored down using the minimum requirements shown in Table 208-4.

Table 208-4
Silt Dike Segment Requirements

<table>
<thead>
<tr>
<th>Surface</th>
<th>Nail</th>
<th>Washers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil Surface</td>
<td>Installed in 4 inch deep trench with 6 inch nails no more than 4 feet O.C. (on center)</td>
<td>1 inch washers</td>
</tr>
<tr>
<td>Hard Surface</td>
<td>1 inch concrete nails no more than 4 feet O.C.</td>
<td>1 inch washers and solvent-free adhesive</td>
</tr>
</tbody>
</table>

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

Table 208-5
Impermeable Synthetic Liner Requirements

<table>
<thead>
<tr>
<th>Tested Property</th>
<th>Test Method</th>
<th>Units</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thickness</td>
<td>ASTM D5199</td>
<td>mil</td>
<td>&gt;30 +/- 1.5</td>
</tr>
<tr>
<td>Tear Strength</td>
<td>ASTM D1004</td>
<td>lbs</td>
<td>&gt;8</td>
</tr>
<tr>
<td>Low Temperature Impact</td>
<td>ASTM D1790</td>
<td>°F</td>
<td>Pass at -20</td>
</tr>
</tbody>
</table>

(k) Pre-Fabricated Concrete Washout Structure. Pre-Fabricated Concrete Washout Structures shall be one of the following types unless otherwise shown on the plans:

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

(2) Pre-Fabricated Concrete Washout Structure (Type 2). Type 2 portable bins shall be used only when specified in the Contract. It shall consist of a watertight one-time use container designed to contain liquid concrete washout wastewater, solid residual concrete waste from washout operations, and residue from saw cutting, coring, grinding, grooving, and hydro-concrete demolition. The structure shall have a system to secure to the ground. Minimum capacity including freeboard shall be 50 gallons.

(3) The use of disposable plastic swimming pools shall not be allowed.
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(l) **Vehicle Tracking Pad (VTP).** Aggregate for the vehicle tracking pad shall be crushed natural aggregate with at least two fractured faces that meets the following gradation requirements:

<table>
<thead>
<tr>
<th>Sieve size</th>
<th>Percent by weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>75 mm (3 inch)</td>
<td>100</td>
</tr>
<tr>
<td>50 mm (2 inch)</td>
<td>0-25</td>
</tr>
<tr>
<td>19.0 mm (¾ inch)</td>
<td>0-15</td>
</tr>
</tbody>
</table>

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

Erosion control geotextile shall be a minimum Class 2, conforming to subsection 712.08.

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

Minimum dimensions of the modular systems shall be:

<table>
<thead>
<tr>
<th>Width</th>
<th>12 feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length of pad</td>
<td>35 feet</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Weight (min.) (lbs./sq. ft.)</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crush strength (min.) (psi)</td>
<td>400</td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Diameter (inches)</th>
<th>Weight (minimum) (pounds per foot)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-8</td>
<td>6</td>
</tr>
<tr>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>12</td>
<td>15</td>
</tr>
</tbody>
</table>
Rubber used in bags shall be clean, 95 percent free of metal and particulates.

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

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

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirement</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grab Tensile Strength</td>
<td>90 lbs. min.</td>
<td>ASTM D4632</td>
</tr>
<tr>
<td>Trapezoid Tear Strength</td>
<td>25 lbs. min.</td>
<td>ASTM D4533</td>
</tr>
<tr>
<td>Mullen Burst</td>
<td>300 psi</td>
<td>ASTM D3786</td>
</tr>
<tr>
<td>Ultraviolet Resistance</td>
<td>70%</td>
<td>ASTM D4355</td>
</tr>
</tbody>
</table>

Storm Drain Inlet Protection. Storm drain inlet protection shall consist of aggregate filled fabric with the following dimensions:

<table>
<thead>
<tr>
<th>Storm Drain Inlet Protection Properties</th>
<th>Protection Types</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Type I(^1)</td>
</tr>
<tr>
<td>Diameter</td>
<td>4 in.</td>
</tr>
<tr>
<td>Minimum Section Length</td>
<td>7 ft.</td>
</tr>
<tr>
<td>Apron Insert</td>
<td>---</td>
</tr>
</tbody>
</table>

\(^1\)Type I protection shall be used with Inlet Type R.
\(^2\)Type II protection shall be used with Combination Inlet. Option A or B
\(^3\)Type III protection shall be used with Vane Grate Inlet only. Option A or B

Note: Options A and B are shown on Standard Plan M-208-1.

The Storm Drain Inlet Protection (Type I, II and III) shall consist of a woven geotextile fabric with the following properties:
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<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Unit</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grab tensile strength</td>
<td>ASTM D4632</td>
<td>lbs.</td>
<td>minimum 150X200</td>
</tr>
<tr>
<td>Mullen Burst Strength</td>
<td>ASTM D3786</td>
<td>lbs.</td>
<td>400</td>
</tr>
<tr>
<td>Trapezoid Tear Strength</td>
<td>ASTM D4533</td>
<td>lbs.</td>
<td>minimum 60X60</td>
</tr>
<tr>
<td>Percent Open Area</td>
<td>COE-22125-86</td>
<td>%</td>
<td>≥20</td>
</tr>
<tr>
<td>Water Flow Rate</td>
<td>ASTM D4491</td>
<td>gal./min./sq. ft.</td>
<td>≥100</td>
</tr>
<tr>
<td>Ultraviolet Resistance</td>
<td>ASTM D4355</td>
<td>%</td>
<td>≥70</td>
</tr>
</tbody>
</table>

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

CONSTRUCTION REQUIREMENTS

208.03 Project Review, Schedule, and Erosion Control Management. Prior to construction, an on-site Environmental Pre-construction Conference shall be held. The Conference shall be attended by:

(1) The Engineer.

(2) The Superintendent.

(3) The Contractor's Stormwater Management Plan (SWMP) Administrator. The SWMP Administrator is equivalent to the CDPS-SCP Qualified Stormwater Manager.

(4) Supervisors or Foremen of subcontractors working on the project.

At this Conference, the attendees shall discuss the SWMP, CDPS-SCP, sensitive habitats on-site, wetlands, other vegetation to be protected, and the enforcement mechanisms for not meeting the requirements of this specification.

Prior to beginning construction, the Contractor shall evaluate the project site for storm water draining into or through the site. When such drainage is identified, control measures shall be used if possible to divert stormwater from running on-site and becoming contaminated with sediment or other pollutants. The diversion may be accomplished with a temporary pipe or other conveyance to prevent water
contamination or contact with pollutants. Run-on water that cannot be diverted shall be treated as construction runoff and adequate control measures shall be employed.

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

The SWMP Administrator shall review existing inlets and culverts to determine if inlet protection is needed due to water flow patterns. Prior to beginning construction, inlets and culverts needing protection shall be protected and the location of the implemented control measure added to the SWMP site map.

Prior to construction, the Contractor shall implement appropriate control measures for protection of wetlands, sensitive habitat, and existing vegetation from ground disturbance and other pollutant sources, in accordance with the approved project schedule as described in subsection 208.03(b).

When additional control measures are required and approved by the Engineer, the Contractor shall implement the additional control measures and the SWMP Administrator shall record and describe them on the SWMP site map. The approved control measures will be measured and paid for in accordance with subsections 208.11 and 208.12.

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

(1) Reasons for changing the control measures.

(2) Diagrams showing details and locations of all proposed changes.

(3) List of appropriate pay items indicating new and revised quantities.

(4) Schedules for accomplishing all erosion and sediment control work.

(5) Effects on permits or certifications caused by the proposed changes.

The Engineer will approve or reject the written proposal in writing within seven days after receipt of the submittal. The Engineer may require additional control measures prior to approving the proposed modifications. Additional modifications and additional control measures will be paid for at the Contract Unit Price for the specific items involved. If no items exist, they will be paid for as extra work in accordance with subsection 109.04.

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

(c) Erosion Control Management (ECM). Erosion Control Management for this project shall consist of SWMP Administration and Erosion Control Inspection. All ECM staff shall have working knowledge and experience in construction, and shall have successfully completed the Transportation Erosion Control Supervisory Certificate Training (TECS) as provided by the CDOT. 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 with not more than 40 acres of disturbed area. The ECI and the SWMP Administrator are equivalent to the CDPS-SCP Qualified Stormwater Manager.

1. SWMP Administration. The SWMP shall be maintained by a SWMP Administrator. 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:

   (1) Complete the SWMP as described in subsection 208.03(d).

   (2) Participate in the Environmental Pre-construction Conference.

   (3) Attend weekly erosion and sediment control meetings.

   (4) Attend all water quality control inspections.

   (5) Coordinate with the Superintendent to implement necessary actions to reduce anticipated or presently existing water quality or erosion problems resulting from construction activities.

   (6) Coordinate with the Superintendent to ensure that all labor, material, and equipment needed to install, maintain, and remove control measures are available as needed.

   (7) During construction, the SWMP site map shall be updated to reflect current field conditions and include, at a minimum, the following:

      (i) Limits of Construction (LOC).

      (ii) Areas of disturbance (AD), including areas of borrow and fill.

      (iii) Limits of Disturbance (LDA).

      (iv) Areas used for storage of construction materials, equipment, soils, or wastes.

      (v) Location of dedicated asphalt, concrete batch plants, and masonry mixing stations.
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(vi) Location of construction offices and staging areas.

(vii) Location of work access routes during construction.

(viii) Location of waste accumulation areas, including areas for liquid, concrete, masonry, and asphalt.

(ix) Location of temporary, interim and permanent stabilization.

(x) Location of outfalls.

(xi) Flow arrows that depict stormwater flow directions on-site and runoff direction.

(xii) Location of structural and non-structural control measures.

(xiii) Location of springs, streams, wetlands, and other State waters, including areas that require pre-existing vegetation be maintained within 50 horizontal feet of a receiving water, unless infeasible.

(xiv) Location of stream crossings located within the construction site boundary.

(8) The SWMP shall reflect the field conditions and shall be amended to reflect control measures.

(i) A change in design, construction, operation, or maintenance of the site which would require the implementation of new or revised control measures; or

(ii) Changes when the SWMP proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with construction activity.

(iii) Changes when control measures are no longer necessary and are removed.

(9) Complete vegetative survey transects when required in accordance with CDOT Erosion Control and Stormwater Quality Guide.

(10) Start a new site map before the current one becomes illegible. All site maps shall remain as part of the SWMP.

(11) Document all inspection and maintenance activities. The SWMP and documentation shall be kept on the project site.

(12) When adding or revising control measures in the SWMP, add a narrative explaining what, when, where, why, and how the control measure is being used, and add a detail to the SWMP.

(i) How to install and inspect the control measure.
(ii) Where to install the control measure.

(iii) When to maintain the control measure.

(13) If using existing topography, vegetation, etc. as a control measure, label it as such on the SWMP site map; add a narrative as to when, where, why, and how the control measure is being used.

(14) Indicate control measures in use or not in use by recording them on Standard Plans M-208-1, M-216-1, and M-615-1 in the SWMP.

(15) Record on the SWMP, the approved Method Statement for Containing Pollutant Byproducts.

(16) Update the Potential Pollutants list in the SWMP and Spill Response Plan throughout construction.

(17) Vegetative buffers shall not be used as a sole control measure. They shall only be used as the final stage of a treatment train.

2. Erosion Control Inspector.

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.

(1) ECI duties shall be as follows:

(i) Coordinate with the SWMP Administrator on reporting the results of inspections. How to install and inspect the control measure.

(ii) Review the construction site for compliance with the Stormwater Construction Permit.

(iii) Inspect with the Superintendent and the Engineer (or their designated representatives) the stormwater management system at least every seven days. Post-storm event inspections shall be conducted within 24 hours after the end of any precipitation or snow melt event that may cause surface erosion. If no construction activities will occur following a storm event, post-storm event inspections shall be conducted prior to commencing construction activities, but no later than 72 hours following the storm event. The occurrence of delay in inspections shall be documented in the inspection report. Form 1176 (Stormwater Field Inspection Report – Active Construction) shall be used for all seven-day inspections and inspections following storm events. The Contractor shall notify the ECI when a storm event occurs.

Inspections are not required at sites when construction activities are temporarily halted,
when snow cover exists over the entire site for an extended period and melting conditions do not pose a risk of surface erosion. This exception shall be applicable only during the period where melting conditions do not exist, and applies to the routine seven-day, as well as the post-storm event inspections. The following information shall be documented on Form 1176 for use of this exclusion: dates when snow cover occurred, date when construction activities ceased, and date melting conditions began.

(2) The order of precedence for required inspections shall be as follows:

(i) Post-storm event inspections

(ii) Seven-day inspections

When one of the listed inspections is performed, the inspections listed below it need not be performed on that day if the required Owner and Contractor personnel participated in the inspection.

A seven-day inspection is not required on the same day a water quality routine audit is conducted, as long as all of the inspection scope requirements for a seven-day and post-storm event inspection are met. A sheet shall be placed in the inspections area of the SWMP to refer to the date the inspection was performed.

(3) Seven-day inspections and post-storm inspections shall include inspection of the following areas, if applicable, for evidence of, or the potential for, pollutants leaving the construction site boundaries, entering the stormwater drainage system, or discharging to State waters:

(i) Construction site perimeter

(ii) Disturbed areas

(iii) Designated haul routes

(iv) Material and waste storage areas exposed to precipitation

(v) Locations where stormwater has the potential to discharge offsite

(vi) Locations where vehicles exit the site

(4) Inspections shall include the following:

(i) Visually verify whether all implemented control measures are in effective operational condition and are working as designed in their specifications to minimize pollutant discharges.

(ii) Determine if there are new potential sources of pollutants.

(iii) Assess the adequacy of control measures at the site to identify areas requiring new or
modified control measures to minimize pollutant discharges.

(iv) Identify all areas of non-compliance with the permit requirements and, if necessary, implement corrective action in accordance with the CDPS-SCP.

Follow all other agency Stormwater requirements and inspections unless a waiver or other agreement has been made.

(5) The Contractor shall report the following circumstances orally to the Engineer, CDPHE, the Contractor's Superintendent, and the SWMP Administrator within 24 hours from the time the permittee becomes aware of the circumstances, and shall mail to the Division a written report containing the information requested within five working days after becoming aware of the following circumstances:

(i) Noncompliance which may endanger health or the environment, regardless of the cause of the incident.

(ii) Unanticipated bypass which exceeds any effluent limitations in accordance with the CDPS-SCP.

(iii) Upset conditions which causes an exceedance of any effluent limitation in accordance with the CDPS-SCP.

(iv) Daily maximum violations for any of the pollutants limited by the permit. This includes any toxic pollutant or hazardous substance or any pollutant specifically identified as the method to control any toxic pollutant or hazardous substance.

(6) Document spills, leaks, or overflows that result in the discharge of pollutants on the Form 1176. The ECI shall record the time and date, weather conditions, reasons for spill, and how it was remediated.

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

1. SWMP. The Engineer will provide an approved SWMP design at the Pre-construction Conference, which is and shall remain the property of Weld County. Prior to construction, Weld County will provide the documentation for items (1) through (4), and (18) as listed below, when available. The Contractor shall provide the contents required for items (5) through (17). The SWMP shall be stored in the Weld County field office or at another on-site location approved by the Division. The SWMP Administrator shall modify and update the SWMP as needed to reflect actual site conditions prior to the change or as soon as practicable, but in no case more than 72 hours after the change. The following Contract documents and reports shall be kept, maintained, and updated in the SWMP under the appropriate items by the SWMP Administrator:

(1) SWMP Plan Sheets – Notes, tabulation, site description. The SWMP shall include a site description which includes, at a minimum, the following:
(i) The nature of the construction activity at the site.

(ii) The proposed schedule for the sequence for major construction activities and the planned implementation of control measures for each phase. (e.g. clearing, grading, utilities, vertical, etc.)

(iii) Estimates of the total acreage of the site, and the acreage expected to be disturbed by clearing, excavation, grading, or any other construction activities.

(iv) A summary of any existing data used in the development of the construction site plans or SWMP that describe the soil or existing potential for soil erosion.

(v) A description of the percent of existing vegetative ground cover relative to the entire site and the method for determining the percentage, in accordance with CDOT Erosion Control and Stormwater Quality Guide.

(vi) A description of any allowable non-stormwater discharges at the site, including those being discharged under a division low risk discharge guidance policy.

(vii) A description of areas receiving discharge from the site. Including a description of the immediate source receiving the discharge. If the stormwater discharge is to a municipal separate storm sewer system, the name of the entity owning the system, the location of the storm sewer discharge, and the ultimate receiving water(s).

(viii) A description of all stream crossings located within the construction site boundary.

(2) SWMP Site Maps and Project Plan Title Sheet

(3) Specifications – Standard and project special provisions related to stormwater and erosion control.

(4) Standard Plans M-208-1, M-216-1 and M-615-1.


(6) Weekly meeting sign in sheet and weekly meeting notes.

(7) Calendar of Inspections – Calendar of inspections marking when all inspections take place.

(8) Contractor Stormwater Field Inspection Reports (Forms 1176, 1177, 1388).

(9) All Water Quality Audit Reports and Form 105(s) relating to Water Quality.

(10) Description of Inspection and Maintenance Methods – Description of inspection and maintenance methods implemented at the site to maintain all control measures identified in the SWMP and items not addressed in the design.
(11) Spill Response Plan – Reports of reportable spills submitted to CDPHE.

(12) List and Evaluation of Potential Pollutants – List of potential pollutants as described in subsection 107.25 and approved Method Statement for Containing Pollutant Byproducts.

(13) Other Correspondence including agreements with other MS4s, approved deferral request, CDPHE audit documentation, Water Quality Permit Transfer to Maintenance Punch List, and other miscellaneous documentation such as documented use agreements for areas outside of the permitted area.

(14) TECS Certifications of the SWMP Administrator and all ECIs, kept current through the life of the project.

(15) Environmental Pre-construction Conference – Conference agenda with a certification of understanding of the terms and conditions of the CDPS-SCP and SWMP. The certification shall be signed by all attendees. A certification shall also be signed by all attendees of meetings held for new subcontractors beginning work on the project that could adversely affect water quality after the Environmental Pre-construction Conference has been held.

(16) All Project Environmental Permits – All project environmental permits and associated applications and certifications, including, CDPS-SCP, Senate Bill 40, USACE 404, temporary stream crossings, dewatering, biological opinions, and all other permits applicable to the project, including any separate CDPS-SCP obtained by the Contractor for staging area on private property, asphalt or concrete batch plant, etc.

(17) Photographs Documenting Existing Vegetation – Project photographs shall include the following information with the record: project number, project code, name of the person who took the picture, date and time the picture was taken, and location and approximate station number or mile marker. The Contractor shall submit photographs documenting existing vegetation, prior to construction commencing, on paper with a maximum of four colored images per side of 8 ½ inch by 11 inch sheet or a digital copy on CD-ROM/Flash Drive (JPG format) as directed by the Engineer.

(18) Permanent Water Quality Plan Sheets – Plan sheets and specifications for permanent water quality structures and riprap.

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

The SWMP Administrator shall finalize the SWMP for Weld County use upon completion of the project. SWMP completeness shall be approved by the Engineer. Corrections to the SWMP shall be made at the Contractor’s expense.

2. Reference Materials. The following Reference materials shall be used:
18

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(1) CDOT Erosion Control and Stormwater Quality Guide.

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

(e) **Weekly Meetings:** The Engineer, the Superintendent, and the SWMP Administrator shall conduct a weekly meeting with supervisors involved in construction activities that could adversely affect water quality. The meeting shall follow an agenda prepared by the Engineer, or a designated representative, and have a sign in sheet on which the names of all attendees shall be recorded. The SWMP Administrator shall take notes of water quality comments and action items at each weekly meeting and place the agenda and sign in sheet in the SWMP. At this meeting the following shall be discussed and recorded in tab 6 of the SWMP:

(1) Recalcitrant, chronic, and severe inspection findings.

(2) Unresolved issues from previous inspections.

(3) Requirements of the SWMP.

(4) Problems that may have arisen in implementing the site specific SWMP or maintaining control measures.

(5) Control measures that are to be installed, removed, modified, or maintained, and associated SWMP modifications.

(6) Planned activities that will affect stormwater in order to proactively phase control measures.

All subcontractors not in attendance at the Environment Pre-construction Conference shall be briefed on the project by the Engineer, Superintendent, and the SWMP Administrator prior to start of work. The SWMP Administrator shall record the names of these subcontractors as an addendum to the list of attendees and add it to the SWMP.

208.04 Control Measures for Stormwater.

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

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

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

Concrete products wasted on the ground during construction including, but not limited to, excess concrete removed from forms, spills, slop, and all other unused concrete are potential pollutants that shall be removed from the site or contained at a pre-approved containment area that has been identified in the SWMP. The concrete shall be picked up and recycled in accordance with 6 CCR 1007-2 (CDPHE Regulations Pertaining to Solid Waste Sites and Facilities) at regular intervals, as needed, or as directed by the Engineer. The uses of recycled concrete from permitted recycling facilities shall be in accordance with Section 203.

(a) **Unforeseen Conditions.** The Contractor shall design and implement erosion and sediment control measures for correcting conditions unforeseen during the design of the project, or for emergency situations, that develop during construction. The CDOT Erosion Control and Stormwater Quality Guide shall be used as a reference document for the purpose of designing erosion and sediment control measures. Measures and methods proposed by the Contractor shall be reviewed and approved in writing by the Engineer prior to installation.

(b) **Other Agencies.** If CDPHE, US Army Corps of Engineers (USACE), the Environmental Protection Agency (EPA), or a Local Agency reviews the project site and requires additional measures to prevent and control erosion, sediment, or pollutants, the Contractor shall cease and desist activities resulting in pollutant discharge and immediately implement these measures. If the work may negatively affect another MS4, the Contractor shall cease and desist activities resulting in the discharge and shall implement appropriate measures to protect the neighboring MS4, including installing additional measures. Implementation of these additional measures will be paid for at contract unit prices.

(c) **Work Outside the Right of Way.** Disturbed areas, including staging areas, which are outside Weld County ROW and outside easements acquired by Weld County for construction, are the responsibility of the Contractor. These areas shall be subject to a separate CDPS-SCP and all other necessary permits, as they are considered a common plan of development if within a ¼ mile of the construction site. The Contractor shall acquire these permits and submit copies to the Engineer prior to any disturbance. These permits, shall be acquired and all erosion and sediment control work performed at the Contractor’s expense. These areas are subject to inspections by Weld County or any other agency, as agreed upon in writing. A documented use agreement between the permittee and the owner or operator of any control measures located outside of the permitted area that are utilized by the permittee’s construction site for compliance with the CDPS-SCP, but not under the direct control of the permittee shall be placed in the project’s SWMP.

(d) **Construction Implementation.** The Contractor shall incorporate control measures into the project as outlined in the accepted schedule.

(e) **Stabilization.** Once earthwork has started, the Contractor shall maintain erosion control measures until permanent stabilization of the area has been completed and accepted. Clearing, grubbing and slope stabilization measures shall be performed regularly to ensure final stabilization. Failure to properly maintain erosion control and stabilization methods, either through improper phasing or sequencing will require the Contractor to repair or replace sections of earthwork at the Contractor's
expense. The Contractor shall schedule and implement the following stabilization measures during the course of the project:

1. **Temporary Stabilization.** At the end of each day, the Contractor shall stabilize disturbed areas by surface roughening, vertical tracking, or a combination thereof. Disturbed areas are locations where actions have been taken to alter the existing vegetation or underlying soil of a site, such as clearing, grading, road bed preparation, soil compaction, and movement and stockpiling of sediment and materials. Designated topsoil distributed on the surface or in stockpiles shall not receive temporary stabilization. Other stabilization measures may be implemented, as approved. The maximum area of temporary stabilization (excluding areas of designated topsoil) shall not exceed 20 acres.

2. **Interim Stabilization.** As soon as it is known with reasonable certainty that work will be temporarily halted for 14 days or more, sediment and material stockpiles and disturbed areas shall be stabilized using one or more of the specified following methods:
   
   (1) Application of 1.5 tons per acres of mechanically crimped certified weed free hay or straw in combination with an approved organic mulch tackifier.
   
   (2) Placement of bonded fiber matrix in accordance with Section 213.
   
   (3) Placement of mulching (hydraulic) wood cellulose fiber mulch with tackifier, in accordance with Section 213.
   
   (4) Application of spray-on mulch blanket in accordance with Section 213. Magnesium Chloride, Potassium Chloride and Sodium Chloride, or other salt products, shall not be used as a stabilization method.
   
   (5) Topsoil stockpiles shall receive interim stabilization unless specified in accordance with Section 207 as a different material than the other disturbed areas on-site.

3. **Summer and Winter Stabilization.** Summer and winter stabilization is defined as stabilization during months when seeding will not be permitted. As soon as the Contractor knows shutdown is to occur, interim stabilization shall be applied to the disturbed area. Protection of the interim stabilization method is required. Reapplication of interim stabilization may be required as directed.

4. **Permanent Stabilization.** Permanent stabilization is defined as the covering of disturbed areas with topsoil, seeding, mulching with tackifier, soil retention coverings, and such non-erodible methods as riprap, road shouldering, etc., or a combination thereof as required by the Contract. Other permanent stabilization techniques may be proposed by the Contractor, in writing, and shall be used when approved in writing by the Engineer. All permanent stabilization requirements shown on the plans shall be completed within four working days of the placement of the topsoil in accordance with Section 207.

5. **Final Stabilization.** Final stabilization is achieved when all ground disturbing activities at the site have been completed, and uniform vegetative cover has been established with an individual
plant density of at least 70 percent of pre-disturbance levels, or equivalent permanent physical erosion reduction methods have been employed.

(f) **Maintenance.** Erosion and sediment control practices and other protective measures identified in the SWMP as control measures for stormwater pollution prevention shall be maintained in effective operating condition until the CDPS-SCP has been transferred to Weld County. Control measures shall be continuously maintained in accordance with good engineering, hydrologic, and pollution control practices, including removal of collected sediment when silt depth is 50 percent or more of the effective height of the erosion control device. When possible, the Contractor shall use equipment with an operator rather than labor alone to remove the sediment.

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

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

Approved new or replaced control measures will be measured and paid for in accordance with subsections 208.11 and 208.12. Devices damaged due to the Contractor’s negligence shall be replaced at the Contractor’s expense.

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

Temporary control measures may be removed upon completion of the project, as determined by the Water Quality Partial Acceptance walk-through. If removed, the area in which these control measures were constructed shall be returned to a condition similar to that which existed prior to its disturbance. Removed control measures shall become the property of the Contractor.

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

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

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

Material from pavement saw cutting operations shall be cleaned from the roadway surface during operations using a vacuum. A control measure, such as a berm, shall be placed to contain slurry from joint flushing operations until the residue can be removed from the soil surface. Aggregate bags, erosion logs or other permeable control measures shall not be used. Residue shall not flow into driving lanes. It shall be removed and disposed of in accordance with subsection 107.25(b). Material containment and removal will not be paid for separately, but shall be included in the work.

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

(a) Seeding, Mulching, Sodding, Soil Retention Blanket. Seeding, mulching, sodding, and soil retention blanket installation shall be performed in accordance with Sections 212, 213, and 216.

(b) Erosion Bales. The bales shall be anchored securely to the ground with wood stakes.

(c) Silt Fence. Silt fence shall be installed in locations specified in the Contract.

(d) Temporary Berms. Berms shall be constructed to the dimensions shown in the Contract, and sufficiently compacted to prevent erosion or failure. If the berm erodes or fails, it shall be immediately repaired or replaced at the Contractor's expense.

(e) Temporary Diversion. Diversions shall be constructed to the dimensions shown in the Contract and graded to drain to a designated outlet. The berm shall be sufficiently compacted to prevent erosion or failure. If the diversion erodes or fails, it shall be immediately repaired or replaced at the Contractor's expense.

(f) Temporary Slope Drains. Temporary slope drains shall be installed prior to installation of permanent facilities or growth of adequate ground cover on the slopes. All temporary slope drains shall be securely anchored to the slope. The inlets and outlets of temporary slope drains shall be protected to prevent erosion.

(g) Silt Berm. Prior to installation of silt berms, the Contractor shall prepare the surface of the areas in which the berms are to be installed such that are they free of materials greater than 2 inches in diameter and are suitably smooth for the installation of the silt berms, as approved. Silt berms shall be secured with spikes. The Contractor shall install the silt berm in a manner that will prevent water from going around or under the silt berm. Silt berms shall be installed on top of soil retention blanket or turf reinforcement blanket.

(h) Rock Check Dam. Rock shall be installed at locations shown on the plans. Rock check dams shall conform to the dimensions shown on the plans.
(i) **Rip rap Outlet Protection.** Geotextile used shall be protected from cutting or tearing. Overlaps between two pieces of geotextile shall be 1 foot minimum. Riprap size shall be as shown on the plans.

(j) **Storm Drain Inlet Protection.** Prior to installation, the Contractor shall sweep the surface of the area in which the storm drain inlet protection devices are to be installed such that the pavement is free of sediment and debris. The ends of the inlet protection Type 1 and Type 2 shall extend a minimum of 1 foot past each end of the inlet.

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

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

(l) **Sediment Trap.** Sediment traps shall be installed to collect sediment laden water and to minimize the potential of pollutants leaving the project site. Locations shall be as shown on the plans or as directed.

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

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

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

Sediment shall be removed from the trap when it has accumulated to one half of the wet storage depth of the trap and shall be disposed of in accordance with subsection 208.04(f).

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

The Contractor shall maintain the erosion logs during construction to prevent sediment from passing over or under the logs.

(n) **Silt Dikes.** Prior to installation of silt dikes, the Contractor shall prepare the surface of the areas in which the silt dikes are to be installed such that they are free of materials greater than two inches in diameter and are suitably smooth for the installation of the silt dikes, as approved by the Engineer.

(o) **Concrete Washout Structure.** The concrete washout structure shall meet or exceed the dimensions shown on the plans. Work on this structure shall not begin until written acceptance of location is
provided by the Engineer.

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

The following requirements shall be met:

1. The structure shall contain all washout water.
2. Stormwater shall not carry wastes from washout and disposal locations.
3. The site shall be located a minimum of 50 horizontal feet away from State waters and shall meet all requirements for containment and disposal as defined in subsection 107.25.
4. The site shall be signed as “Concrete Washout”.
5. The site shall be accessible to appropriate vehicles.
6. Freeboard capacity shall be included in the structure design to reasonably ensure the structure will not overtop during or because of a precipitation event.
7. The Contractor shall prevent tracking of washout material out of the washout structure.
8. Solvents, flocculants, and acid shall not be added to wash water.
9. The structure shall be surrounded on three sides by a compacted berm.
10. The structure shall be fenced with orange plastic construction fencing to provide a barrier to construction equipment and to aid in identification of the concrete washout area.
11. Concrete waste, liquid and solid, shall not exceed \( \frac{2}{3} \) the storage capacity of the washout structure.

(p) **Pre-fabricated concrete washout structures (Type 1 and Type 2).** Structures and sites shall meet the following requirements:

1. Structure shall contain all washout water. If bins are determined to be leaking, the Contractor shall replace the bin on-site and clean up the spilled material.

2. Structure shall be located a minimum of 50 horizontal feet away from State waters, and shall be confined so that no potential pollutants will enter State waters and other sensitive areas as defined in the Contract. Locations shall be as approved by the Engineer. The pre-fabricated structure shall be signed as “Concrete Washout”. Sign can be on portable bin.
(3) The site shall be accessible to appropriate vehicles.

(4) Washout bins shall be covered with a tarp tied down to the structure or staked to the ground when a storm event is anticipated.

(5) Solvents, flocculants, and acid shall not be added to wash water.

(6) Concrete waste, liquid and solid, shall not exceed \( \frac{2}{3} \) the storage capacity of the washout structure.

(7) Prefabricated structures cannot be moved when they contain liquid, unless otherwise approved.

(8) The concrete washout structure shall be installed and ready for use prior to concrete placement operations.

(9) Washout areas shall be checked and maintained as required. On site permanent disposal of concrete washout waste is not allowed.

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

Delivery to the site shall not occur until written acceptance is provided by the Engineer for both the product and the concrete waste disposal facility.

(q) Vehicle Tracking Pad (VTP). Vehicle tracking pads shall be constructed to the minimum dimensions shown in the Contract, unless otherwise directed by the Engineer. Construction of approved vehicle tracking pads shall be completed before any disturbance of the area.

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

(r) Detention Pond. Permanent detention ponds shown on the construction plans may be used as temporary control measures if all the following conditions are met:

(1) The pond is designated as a construction control measure in the SWMP.

(2) The pond outfall and outlet are designed and implemented for use as a control measure during construction in accordance with good engineering, hydrologic, and pollution control practices. The stormwater discharges from the outfall shall not cause degradation or pollution of State waters, and shall have control measures, as appropriate.

(3) All silt shall be removed, and the pond returned to the design grade and contour prior to project acceptance.
(s) **Aggregate Bag.** Aggregate bags shall be placed on a stable surface, consisting of hardscape or compacted gravel. If approved by the Engineer, the aggregate bag may be placed on compacted dirt areas, where bags conform to the surface and can effectively minimize sediment transport. Aggregate bags shall not be placed in concentrated flow areas. Aggregate bags shall be placed to conform to the surface without gaps to ensure that discharge water does not cause erosion.

(l) **Surface roughening.** Surface roughening creates horizontal grooves along the contour of the slope. Roughening may be accomplished by furrowing, scarifying, ripping, or disk ing the soil surface to create a 2 to 4 inch minimum variation in soil surface.

(u) **Vertical Tracking.** Vertical tracking involves driving a tracked vehicle up and down the soil surface and creating horizontal grooves and ridges along the contour of the slope. Sandy soils or soils that are primarily rock need not be tracked.

208.06 **Materials Handling and Spill Prevention.** The SWMP Administrator shall clearly describe and record on the SWMP, all practices implemented at the site to minimize impacts from procedures or significant material that could contribute pollutants to runoff. Areas or procedures where potential spills can occur shall have a Spill Response Plan in place as specified in subsections 107.25(b) or 208.06(c). Construction equipment, fuels, lubricants, and other petroleum distillates shall not be stored or stockpiled within 50 horizontal feet of any State waters or more if the Contractor determines necessary. Equipment fueling and servicing shall occur only within approved designated areas.

(a) **Bulk storage structures.** Bulk storage structures for petroleum products and other chemicals shall have impervious secondary containment or equivalent adequate protection so as to contain all spills and prevent any spilled material from entering State waters. Secondary containment shall be capable of containing the combined volume of all the storage containers plus at least 10 percent freeboard. For secondary containment that is used and may result in accumulation of stormwater within the containment, a plan shall be implemented to properly manage and dispose of all accumulated stormwater which is deemed to be contaminated (e.g., has an unusual odor or sheen).

(b) **Lubricant Leaks.** The Contractor shall inspect equipment, vehicles, and repair areas daily to ensure petroleum, oils, and lubricants (POL) are not leaking onto the soil or pavement. Absorbent material or containers approved by the Engineer shall be used to prevent leaking POL from reaching the soil or pavement. The Contractor shall have onsite approved absorbent material or containers of sufficient capacity to contain any POL leak that can reasonably be foreseen. The Contractor shall inform all Spill Response Coordinators in accordance with the Spill Response Plan if unforeseen leakage is encountered. All materials resulting from POL leakage control and cleanup shall become the property of the Contractor and shall be removed from the site. Control, cleanup, and removal of by-products resulting from POL leaks shall be performed at the Contractor's expense.

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

The Response Plan shall contain the following information:

(1) Identification and contact information of each Spill Response Coordinator.
(2) Locations of areas on the project site where equipment fueling and servicing operations are permitted.

(3) Location of cleanup kits.

(4) Quantities of chemicals and locations stored on site.

(5) Label system for chemicals and Safety Data Sheets (SDS) for products.

(6) Clean up procedures to be implemented in the event of a spill that does not enter State waters or ground water.

(7) Procedures for spills of any size that enter surface waters or ground water, or have the potential to do so. CDOT’s Erosion Control and Stormwater Quality Guide contains spill notification contacts and phone numbers required in the Spill Response Plan.

(8) A summary of the employee training provided.

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

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

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

208.08 Limits of Disturbance. The Contractor shall limit construction activities to those areas within the limits of disturbance shown on the plans and cross-sections. Construction activities, in addition to the Contract work, shall include the on-site parking of vehicles or equipment, on-site staging, on-site batch plants, haul roads or work access, and all other activities which would disturb existing soil conditions. Staging areas within the LDA shall be as approved by the Engineer. Construction activities beyond the limits of disturbance due to Contractor negligence shall be restored to the original condition by the Contractor at the Contractor’s expense. The SWMP Administrator shall tabulate additional disturbances not identified in the CDPS-SCP application and indicate changes to locations and quantities on the SWMP. The Contractor shall report the changes and additional disturbances to the Engineer, Water Quality Control Division of CDPHE, and all other involved agencies.

The Contractor shall pursue stabilization of all disturbances to completion.

208.09 Regulatory Mechanism for Water Quality. The Engineer will identify and document findings not in compliance with the Water Quality Specifications, as specified in subsection 208.09(a)7, during water quality control inspections or observation by the Engineer. The Engineer will immediately notify the Contractor of these findings by issuing Form 105. Failure by the Contractor to clarify a finding location with the Engineer shall not interrupt the timelines noted in subsection 208.09(b).
Timelines noted in subsection 208.09(b) do not indemnify the Contractor from failing to comply with CDPS-SCP timelines for corrective actions.

(a) Definitions.

1. Compliance Assistance. A low risk event as determined by the Region Water Pollution Control Manager (RWPCM). Compliance assistance events are not considered Findings and not subject to the Regulatory Mechanism noted in subsection 208.09(b).

2. Deferment. A request from the Contractor to the Engineer to delay implementation of corrective actions for Regular Findings pertaining to Water Quality Specifications. Deferments may only be granted due to extraordinary circumstances. However, it is at the Engineer’s discretion to approve or reject these requests.

3. Finding. An incident discovered through inspection by Weld County or by Engineer observation, which is noncompliant with the Water Quality Specifications. A Finding will be classified as one of the following:

   (1) Regular Finding. A situation upon inspection that is in noncompliance with the Water Quality Specifications.

   (2) Severe Finding. A discharge outside the project’s Limits of Construction (LOC), subsection 107.25(a), to State waters or to a live inlet where the pollutant cannot be reclaimed.

   (3) Chronic Finding. A Chronic Finding is assessed when the same Regular Finding at the same location is documented twice in the last three Headquarters or Region water quality control inspections. Engineer observed findings outside these inspections will not apply.

4. Inspection Form 105. The Form 105 issued by the Engineer documenting findings from Headquarters or Region led water quality inspection in accordance with subsection 208.03(c).

5. Location. The place where the finding was observed; can be a document (e.g., stormwater management plan [SWMP]) or physical location. A physical location must be described with enough detail to guide an independent party to the spot of the finding. Physical locations must be supported with at least one photograph.

6. Recalcitrance. Contractor has shown willful negligence or misrepresentation or unwillingness to adhere to the Water Quality Specifications.


(b) Liquidated Damages and Stop Work Orders. The Contractor will be subject to Liquidated Damages for incidents of failure to comply with the Water Quality Specifications and implement corrective actions to resolve noncompliance in the time frame established in subsection 208.09(b and c). Liquidated damages will not be considered a penalty but will be assessed to recover costs associated with environmental damages, and engineering and administrative expenses incurred by
Weld County for the Contractor’s failure to comply with the Water Quality Specifications. Liquidated damages will accumulate for each finding, for each cumulative day that the finding remains uncorrected. Liquidated damages associated with incidents pertaining to this subsection do not indemnify the Contractor of other Liquidated Damages associated with this project.

In addition to Liquidated Damages, the Contractor will be subject to a project-wide Stop Work Order for recalcitrance and the Engineer may, in writing, issue a Stop Work Order for Chronic and Severe Findings in accordance with subsection 105.01. A Stop Work Order shall not result in the stopping of the Contract Time. Issuance of a Stop Work Order shall not be considered a valid reason for the Contractor asking for additional Contract Time.

Findings are closed when the corrective action is complete, reported to the Engineer and accepted by the Engineer. The Engineer will notify the Contractor when the corrective action is accepted or denied. Liquidated damages will be assessed by the type of finding as follows and will continue until the corrective action is approved by the Engineer.

1. Regular Finding. The time required to repair a Regular Finding shall begin at 11:59 PM on the date the Inspection Form 105 is issued. The Contractor shall have no more than a 24-hour grace period to correct the Regular Finding before Liquidated Damages are assessed. The grace period extends until 11:59 PM on the day after the Inspection Form 105 was issued.

The Engineer will issue a Form 105 notifying the Contractor that Liquidated Damages are accruing at $1,500 per day for each full or partial calendar day a Regular Finding remains uncorrected after the 24-hour grace period. At 11:59 PM on the 2nd day after the Form 105 was issued, each uncorrected, undeferred Regular Finding will be assessed as recalcitrant and the Engineer will issue a project-wide stop work order. The Contractor shall fix each recalcitrant finding and submit a plan to avoid future instances of each recalcitrance to the Engineer for approval. The recalcitrance plan shall be in writing, signed by the Superintendent and shall include:

1. Each Recalcitrant Finding.
2. Why the corrective action for each Recalcitrant Finding was not implemented within 2 days.
3. How the Contractor will avoid future recalcitrance.

The Engineer will discuss the recalcitrance plan and may meet with the Superintendent to recommend modifications, if needed. The Engineer will issue a Form 105 accepting or rejecting the recalcitrance plan within 24 hours of the Contractor submitting a plan or resubmitting a modified plan.

The Contractor will neither be reimbursed for costs incurred to fix each Recalcitrant Finding pertaining to a control measure in the SWMP plan nor costs to prepare the recalcitrance plan. The Contractor shall propose additional control measures, if needed, according to subsection 208.04(a). The project-wide Stop Work Order and Liquidated Damages will be assessed until approval of the corrective action for each Recalcitrant Finding and approval of the Contractor’s
recalcitrance plan by the Engineer is given. After written approval by the Engineer, the project-wide Stop Work Order will be lifted and accrual of Liquidated Damages will cease.

If the Contractor fails to perform corrective work by the end of the second day, the County shall have the option of utilizing a third-party to complete the corrective work. The Contractor shall be responsible for reimbursing the County the cost of utilizing a third-party to complete the corrective work.

2. Severe Finding. In response to a Severe Finding, the Engineer will issue Inspection Form 105 and immediately assess Liquidated Damages of $3,500 per Severe Finding. Severe Findings shall not be eligible for the twenty-four hour grace period (subsection 208.09(b)1). Liquidated damages will accrue at $3,500 per Severe Finding per calendar day beginning at 11:59 PM of day the Inspection Form 105 is issued.

A. If the Severe Finding is a discharge to State waters, the Contractor shall prevent any further discharge and shall reclaim discharge which has not yet entered State waters. The Contractor shall report the discharge to CDPHE in accordance with CDPS-SCP requirements.

B. If the Severe Finding is a discharge outside the LOC that does not enter State waters, the Contractor shall fully reclaim the discharge before it enters State waters and implement relevant CDPS-SCP noncompliance notification procedures.

The Engineer may require the Contractor to submit a plan for permanent stabilization of disturbed areas outside the LOC per 208.04(e)4 for approval. Permanent stabilization plans pertaining to Severe Findings and subsequent stabilization activities are not subject to 208.09(b).

The Contractor shall not be reimbursed for activities undertaken to reclaim the discharge, stabilize areas outside the LOC and implement relevant CDPS-SCP noncompliance notification procedures.

If the Contractor fails to immediately perform corrective work, the County shall have the option of utilizing a third-party to complete the corrective work. The Contractor shall be responsible for reimbursing the County the cost of utilizing a third-party to complete the corrective work.

3. Chronic Finding. In response to a Chronic Finding, the Engineer will issue Inspection Form 105 and immediately assess Liquidated Damages of $1,500 per Chronic Finding. Chronic Findings shall not be eligible for the twenty-four hour grace period (subsection 208.09(b)). Liquidated damages will accrue at $1,500 per Chronic Finding per day beginning at 11:59 PM of day the Inspection Form 105 is issued.

When the Chronic Finding is comprised of two Severe Findings, the Engineer will assess Liquidated Damages in accordance with this specification.
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If the Contractor fails to immediately perform corrective work, the County shall have the option of utilizing a third-party to complete the corrective work. The Contractor shall be responsible for reimbursing the County the cost of utilizing a third-party to complete the corrective work.

(c) Deferment. If the Contractor seeks deferment, the Superintendent shall submit a deferment request to the Engineer by 11:59 PM of the day after the issuance of Inspection Form 105. Chronic and Severe Findings are not eligible for deferment. The deferment request shall be in writing, signed by the Superintendent and shall include:

1. Regular Findings to be deferred
2. The reasons why the Findings cannot be corrected in twenty-four hours
3. An action plan containing:
   - Methodology to protect water quality until each deferred Finding is corrected and accepted
   - Milestones to measure progress toward completion
   - Additional control measures to be implemented until each deferred Finding is corrected and accepted
   - Corrective completion dates for each Finding

The Engineer will discuss the deferment request and may meet with the Superintendent to recommend modifications to the action plan. The Engineer will issue a Form 105 accepting or rejecting the deferment request by 11:59 PM of the second day after the Inspection Form 105 documenting the Regular Finding is issued. The County will not accept a deferment for operational error, improperly installed control measures, inadequate control measures, lack of preventative maintenance, careless or improper operation, or other non-proactive reason.

Preparation of deferment documentation and additional materials, including additional control measures, required to complete the action plan shall be at the Contractor’s expense. Time frames noted in subsection 208.09(b)1 will not be stopped during the deferment review period, therefore, Liquidated Damages will be assessed beginning 11:59 PM on calendar day two if the deferment request is rejected and, furthermore, a rejected deferment plan (subsection 208.09(c)) shall not absolve the Contractor from recalcitrance.

The Engineer will assess Liquidated Damages in the amount of $1,500 per calendar day, and partial day, for each uncorrected Deferred Finding. These Liquidated Damages will start on the date the uncorrected work was deferred to be completed (subsection 208.09(c)(3)). In addition, Liquidated Damages of $1,500 per calendar day will be assessed retroactively to 11:59 PM of the day the finding was originally noted on the Inspection Form 105.

(d) Conflict Resolution. Subsections 105.22, 105.23, and 105.24 detail the process through which the parties (Weld County and the Contractor) agree to resolve any issue that may result in a dispute.
(e) **Exemptions.** The Engineer will exempt from subsection 208.09(b) situations of Compliance Assistance, Documented Upset Conditions, Documented Reportable Spills and Documented Winter Exemptions. Release from subsection 208.09(b) does not exempt the Contractor from compliance with CDPS-SCP.

1. Documented Upset Condition. The Contractor shall report, both verbally and in writing, the Upset Condition to CDPHE per CDPS-SCP Part II.L.6 and subsection 208.03(c) and provide written documentation to the Engineer. The Engineer will issue a Form 105 and recognize the exemption to the Regulatory Mechanism. The Contractor shall also update the SWMP with the Form 105 and the documented Upset Condition.

2. Documented Reportable Spills. The Contractor shall report, both verbally and in writing, the Reportable Spill to CDPHE per subsection 107.25(b) and provide written documentation to the Engineer. The Engineer will issue a Form 105 and recognize the exemption to the Regulatory Mechanism. The Contractor shall also update the SWMP with the Form 105 and the documented Reportable Spill.

3. Winter Exemptions. The Contractor is unable to address findings noted on the Headquarters or Region led water quality control inspection due to:

   (1) Snow covers the entire site for an extended period and;

   (2) No construction activity and;

   (3) Melting conditions posing a risk of surface erosion do not exist.

   The Contractor shall request a Winter Exemption to the Engineer. If approved, the Engineer will issue a Form 105 and recognize the exemption to subsection 208.09(b). The Contractor shall also update the SWMP with the Form 105 and the documented Winter Exemption. Liquidated Damages, if assessed, will only accrue up to the point where the Winter Exemptions are approved.

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

(a) **Reclamation of Washout Areas.** After concrete operations are complete, washout areas shall be reclaimed in accordance with subsection 208.05(n) at the Contractor’s expense.

(b) **Survey.** When Permanent Water Quality control measures are required on the project, the Contractor shall survey the control measures to confirm that they conform to the configuration and grade shown on the Plans. The survey shall conform to Section 625. The results of the survey shall be submitted as CAD drawing files and PDF files, showing both designed and final elevations and configurations. Paper versions of the drawings shall be submitted with the stamp and seal of the Contractor’s Surveyor.

The Engineer will perform a walkthrough of the Permanent control measures to confirm conformance to material requirements, locations, and dimensions of the Permanent control
measures. Permanent control measures not meeting the Contract requirements will be identified in writing by the Engineer and shall be repaired or replaced at the Contractor’s expense. Correction surveys shall be performed at the Contractor’s expense to confirm the locations and dimensions of each Permanent control measure. Final as-built plans of the Permanent control measures shall be provided to the Engineer for their records.

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

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

METHOD OF MEASUREMENT

208.11 Erosion Control Management 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.

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

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

All BMPs measured by the Square Yard (SY) shall not include the required overlap.

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

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

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

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

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

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

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

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

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

**BASIS OF PAYMENT**

208.12 ECM and control measures will be paid for at the Contract unit price for each of the items listed below that appear in the bid schedule.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate Bag</td>
<td>Linear Foot</td>
</tr>
<tr>
<td>Concrete Washout Structure</td>
<td>Each</td>
</tr>
<tr>
<td>Erosion Bales (Weed Free)</td>
<td>Each</td>
</tr>
<tr>
<td>Erosion Control Management</td>
<td>Day</td>
</tr>
<tr>
<td>Erosion Log (Type 1) (______ Inch)(_____ )</td>
<td>Linear Foot</td>
</tr>
<tr>
<td>Erosion Log (Type 2) (_<em><strong><strong>Inch) (</strong></strong></em> )</td>
<td>Linear Foot</td>
</tr>
<tr>
<td>Erosion Log (Type 3) (_<em><strong><strong>Inch) (</strong></strong></em> )</td>
<td>Linear Foot</td>
</tr>
<tr>
<td>Pre-Fabricated Concrete Washout Structure (Type 1)</td>
<td>Each</td>
</tr>
<tr>
<td>Pre-Fabricated Concrete Washout Structure (Type 2)</td>
<td>Each</td>
</tr>
<tr>
<td>Pre-Fabricated Vehicle Tracking Pad</td>
<td>Each</td>
</tr>
<tr>
<td>Maintenance Aggregate (Vehicle Tracking Pad)</td>
<td>Cubic Yard</td>
</tr>
<tr>
<td>Removal and Disposal of Sediment (Equipment)</td>
<td>Hour</td>
</tr>
<tr>
<td>Removal and Disposal of Sediment (Labor)</td>
<td>Hour</td>
</tr>
<tr>
<td>Removal of Trash</td>
<td>Hour</td>
</tr>
<tr>
<td>Rock Check Dam</td>
<td>Each</td>
</tr>
<tr>
<td>Sediment Basin</td>
<td>Each</td>
</tr>
<tr>
<td>Sediment Trap</td>
<td>Each</td>
</tr>
<tr>
<td>Silt Berm</td>
<td>Linear Foot</td>
</tr>
<tr>
<td>Silt Dike</td>
<td>Linear Foot</td>
</tr>
<tr>
<td>Silt Fence</td>
<td>Linear Foot</td>
</tr>
<tr>
<td>Silt Fence (Reinforced)</td>
<td>Linear Foot</td>
</tr>
</tbody>
</table>
SECTION 208
EROSION CONTROL

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Storm Drain Inlet Protection (Type__)</td>
<td>Linear Foot</td>
</tr>
<tr>
<td>Storm Drain Inlet Protection (Type__)</td>
<td>Each</td>
</tr>
<tr>
<td>Sweeping (Sediment Removal)</td>
<td>Hour</td>
</tr>
<tr>
<td>Temporary Berm</td>
<td>Linear Foot</td>
</tr>
<tr>
<td>Temporary Diversion</td>
<td>Linear Foot</td>
</tr>
<tr>
<td>Temporary Slope Drain</td>
<td>Linear Foot</td>
</tr>
<tr>
<td>Vehicle Tracking Pad</td>
<td>Each</td>
</tr>
</tbody>
</table>

Payment for Erosion Control Management (ECM) will be full compensation for all labor, materials and equipment necessary for the SWMP Administrator and Erosion Control Inspectors to perform all the work described in this specification. This includes assembling items (5) to (18) in subsection 208.03(d)1 and required updates to the SWMP.

The SWMP Administrator and ECI's commute times will not be measured and paid for separately but shall be included in the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

Payment will be made for control measures replaced as approved by the Engineer. Temporary erosion and sediment control measures required due to the Contractor’s negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or ordered by the Engineer or for the Contractor's convenience, shall be performed at the Contractor’s expense. If the Contractor fails to complete construction within the contract time, payment will not be made for Section 208 pay items for the period of time after expiration of the contract time. These items shall be provided at the Contractor's expense.

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

In Subsection 212.02(a) delete 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. The Contractor shall provide a COC for the Mycorrhiza. Cost to add Mycorrhiza shall be incidental to the cost of seeding and shall not be paid for separately.

<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>1.50</td>
</tr>
<tr>
<td></td>
<td>14.50</td>
</tr>
</tbody>
</table>

Sterile Wheat will be added to the Seed Mixtures as a nurse crop at a rate of 15 PLS per acre.

Seeding rates shall be doubled when placed by hand broadcasting or by Hydraulic Seeding (if approved by the Engineer). Native grass seeding shall be done using a Native Grass Drill. The sterile wheat shall be done using a Grain Drill.

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 spring thaw to June 15th</td>
<td>September 15th until consistent ground freeze</td>
</tr>
</tbody>
</table>

Delete Section 212.06 and replace with the following:

All areas shall be seeded in accordance with subsection 213.03.

(a) Soil Preparation. Slopes flatter than 2:1, shall be tilled into an even and loose seed bed 4 inches deep. Slopes 2:1 or steeper shall be left in a roughened condition. Slopes shall be free of clods, sticks, stones, debris, concrete, and asphalt in excess of 4 inches in any dimension and brought to the desired line and grade.
(b) Fertilizing and Soil Conditioning. Soil in all areas to receive native seed shall be fertilized and conditioned. For soil preparation of native grass areas, 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 soil conditioner shall be an approved hydraulic growth medium (HGM) as outlined in this section.

HGMs shall be 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.

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.

**Installation**
REVISION OF SECTION 212
SEEDING, FERTILIZER, SOIL CONDITIONER, AND SODDING

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

B. Mixing:

1. Fill 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 quantity of HGMs should be added before the water level reaches 85% of the tank’s capacity.
7. Add seed and/or other amendments to slurry as required.
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.

B. 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. Bring sprayer to appropriate operating speed and agitator speed for slurry application.
3. Apply in a consistent and even manner across soil surface.
4. Apply from opposite directions to ensure the highest level of coverage, effectiveness, and performance.
5. If spraying is stopped at any time, close the spray nozzle at the end of the hose to avoid water draining from the hose. If a tower applicator is being used, stop normally and upon restart remove the spray tip, discharge a small amount of HGMs, replace the tip and return to applying the product.

Cleaning

Clean equipment per the equipment manufacturer’s recommendations.

Fertilizer and soil conditioner shall be scarified and turned under the area designated to be seeded to a depth of four inches (4") to free seeds and other plants. Apply the specific fertilizer in the native grass area 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. Apply the soil conditioner in the native grass area 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. All seeded areas will then be raked and rolled to the desired finished grades with gently sloping surfaces to adequately drain all surface water runoff.

(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 must complete fine grading or for fine grading more than one time.

If strips greater than 7 inches between rows have been left unplanted or other areas skipped, the Engineer will require additional seeding at the Contractor's expense.

Hydraulic seeding shall not be allowed unless approved in advance by the Engineer. If hydraulic seeding is approved, it shall be completed at twice the rate specified in the Contract at no additional cost to the project. If hydraulic seeding is approved, the hydraulic seeding equipment and accessories shall conform to the equipment and accessories described in section 212.04(c).

All seed sown by broadcast type seeders shall be "raked in" or covered with soil to a depth of at least ¼". Broadcasting seed will be permitted only on small areas that are not accessible to machine methods.

Seeded area damaged due to circumstances beyond the Contractor’s control shall be repaired and reseeded as ordered. Payment for this corrective work, when ordered shall be at the contract prices.

Multiple seeding operations shall be anticipated as portions of the job are completed in order to take advantage of growing conditions and to comply with Section 208 and subsection 212.03.

Subsection 212.07 shall be revised to include the following:

No separate measurement and payment will be made for fine grading, fertilizer, and soil conditioning 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, mulch, and mulch tackifier.

Subsection 212.08 shall be revised to include the following:

Payment for seeding shall be full compensation for all work necessary to complete the seeding. 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>
</tbody>
</table>

END OF SECTION
Section 216 of the Standard Specifications is hereby deleted for this project and replaced with the following:

Delete Subsection 216.01 and replace with the following:

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.

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

<table>
<thead>
<tr>
<th>Product Class</th>
<th>Slope Application “C” Factor1 ASTM D 6459</th>
<th>Channel Application Permissible Shear Stress2 (Un-vegetated) ASTM D 6460</th>
<th>Minimum Tensile Strength ASTM D 6818</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>&lt; 0.10@3:1</td>
<td>2.00 lbs/sf</td>
<td>100 lbs/ft</td>
</tr>
<tr>
<td>2</td>
<td>&lt; 0.10@3:1</td>
<td>2.25 lbs/sf</td>
<td>125 lbs/ft</td>
</tr>
</tbody>
</table>

Notes:
"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.
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(b) shall be revised to include the following:

After installation, the TRM shall be covered with 0.5 inches of topsoil in accordance with Section 207. After the topsoil has been placed, seeding shall be done by hand broadcasting in accordance with Section 212.

In Subsection 216.02(b) delete Table 216-4 and replace with the following:
2
REVISION OF SECTION 216
SOIL RETENTION COVERING

Table 216-4
PERFORMANCE REQUIREMENTS FOR TURF REINFORCEMENT MAT

<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(^1) (Unvegetated) ASTM D 6460</th>
<th>Maximum Permissible Shear Stress(^1) (Vegetated) ASTM D 6460</th>
</tr>
</thead>
<tbody>
<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:
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.

In 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 8 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 (Excelsior)</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 Sections 207, 212, and 213.

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

END OF SECTION
REVISION OF SECTION 304
AGGREGATE BASE COURSE

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

Subsection 304.01 shall include the following:

This work consists of furnishing and placing aggregate as shouldering material adjacent to the edges of pavement.

This work consists of furnishing and placing aggregate as surface material on the gravel roadways as designated in the plans.

Aggregate Base Course (RAP) consists of hauling to the site and placing one or more courses of asphalt millings on a prepared surface in conformity with the lines, grades, and typical sections shown on the plans or established.

Subsection 304.02 shall 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 78 when tested by the Hveem Stabilometer method.

The material shown on the plans as Aggregate Base Course (RAP) may be generated on site from item 202 – Removal of Asphalt Mat (Planing). Should the Contractor elect to supply any or all the Aggregate Base Course (RAP) from a Contractor source, then this material shall meet the requirements of subsection 703.03.

Subsection 304.03 shall include the following:

Commercial Mineral Fillers will not be allowed in Aggregate Base Course (Shouldering) or in Aggregate Base Course (Surfacing).

Subsection 304.04 shall include the following:

A device capable of placing the shouldering material in its final position shall be used. The device is subject to the Engineer's approval. Dumping of shouldering material on the roadway surface will not be permitted.

Subsection 304.06 shall include the following:

Shoulder gravel shall be compacted by double wheel roll with a loaded tandem truck.

Compaction of shoulder gravel shall achieve a density of not less than 95% of the modified proctor.
Subsection 304.07 shall be deleted and replaced with the following:

The Contractor shall be aware that the plan quantities are based upon unit weight and in-place density, as describe in the Plans. The Contractor’s bid unit cost shall account for differing unit weights intended to be furnished to the project 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. 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 roadway sections by the contractor at no cost to the County.

Subsection 304.08 shall include the following:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate Base Course (Class 6)</td>
<td>Ton</td>
</tr>
</tbody>
</table>

END OF SECTION
Section 401 of the Standard Specifications is hereby revised as follows:

Subsection 401.02(a), add paragraph (4) to include the following:

(4) The job-mix formula for Pavement shall be established by a testing laboratory approved by the County and at the Contractor’s expense. Copies of all test data shall be provided to and approved by the County prior to construction.

Subsection 401.02(b) shall include the following:

After the Form 43 is executed, and all materials are available on the project, the Contractor shall notify the Engineer a minimum of one working day in advance of beginning production of the hot mix asphalt. Any changes in the Form 43 will require the same notification unless otherwise approved by the Engineer.

Subsection 401.17, first paragraph, shall be modified to include the following:

If the Contractor can demonstrate to Weld County that all the manufacturer’s recommendations were followed and the pneumatic tire roller is detrimental to the finished surface of the HMA, the Contractor may request Weld County to waive the pneumatic tire roller requirement.

Steel wheel rollers shall not be used in vibratory mode when compacting HMA or SMA on bridge decks.

END OF SECTION
REVISION OF SECTION 403
HOT MIX ASPHALT

Section 403 of the Standard Specifications is hereby revised for this project as follows:

Subsection 403.02 shall include the following:

The design mixes for hot mixes asphalt shall conform to the following:

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Value for Grading</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Voids, percent at: N (design)</td>
<td>CPL 5115</td>
<td>SX (PG 64-28): 3.5 – 4.5</td>
</tr>
<tr>
<td>Lab Compaction (Revolutions): N (design)</td>
<td>CPL 5115</td>
<td>100</td>
</tr>
<tr>
<td>Stability, minimum</td>
<td>CPL 5106</td>
<td>30</td>
</tr>
<tr>
<td>Aggregate Retained on the 4.75 mm (No. 4) Sieve for S, SX and SG, and on the 2.36mm (No. 8) Sieve for ST and SF with at least 2 Mechanically Induced fractured faces, % minimum*</td>
<td>CP 45</td>
<td>60%</td>
</tr>
<tr>
<td>Accelerated Moisture Susceptibility Tensile Strength Ratio (Lottman), minimum</td>
<td>CPL 5109 Method B</td>
<td>80</td>
</tr>
<tr>
<td>Minimum Dry Split Tensile Strength, kPa (psi)</td>
<td>CPL 5109 Method B</td>
<td>205 (30)</td>
</tr>
<tr>
<td>Grade of Asphalt Cement, Top Layer</td>
<td>PG 64-28</td>
<td></td>
</tr>
<tr>
<td>Grade of Asphalt Cement, Layers below Top</td>
<td>PG 64-22</td>
<td></td>
</tr>
<tr>
<td>Voids in the Mineral Aggregate (VMA) % minimum</td>
<td>CP 48</td>
<td>See Table 403-2</td>
</tr>
<tr>
<td>Voids Filled with Asphalt (VFA), %</td>
<td>AI MS-2</td>
<td>65-75</td>
</tr>
<tr>
<td>Dust to Asphalt Ratio</td>
<td>CP 50</td>
<td>0.6 – 1.2</td>
</tr>
<tr>
<td>Fine Gradation</td>
<td></td>
<td>0.8 – 1.6</td>
</tr>
<tr>
<td>Coarse Gradation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: AI MS-2 = Asphalt Institute Manual Series 2
Note: Mixes with gradations having less than 40% passing the 4.75 mm (No. 4) sieve shall be approached with caution because of constructability problems.
Note: Gradations for mixes with a nominal maximum aggregate size of one-inch or larger are considered a coarse gradation if they pass below the maximum density line at the #4 screen. Gradations for mixes with a nominal maximum aggregate size of 3/4” to 3/8” are considered a coarse gradation if they pass below the maximum density line at the #8 screen. Gradations for mixes with a nominal maximum aggregate size of #4 or smaller are considered a coarse gradation if they pass below the maximum density line at the #16 screen.

*Fractured face requirements for SF may be waived by RME depending on project conditions.
REVISION OF SECTION 403
HOT MIX ASPHALT

All mix designs shall be run with a gyratory compaction angle of 1.25 degrees and properties must satisfy Table 403-1. Form 43 will establish construction targets for Asphalt Cement and all mix properties at Air Voids up to 1.0 percent below the mix design optimum.

Table 403-2

<table>
<thead>
<tr>
<th>Nominal Maximum Size*, mm (inches)</th>
<th>***Design Air Voids **</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3.5%</td>
</tr>
<tr>
<td>37.5 (1½)</td>
<td>11.6</td>
</tr>
<tr>
<td>25.0 (1)</td>
<td>12.6</td>
</tr>
<tr>
<td>19.0 (¾)</td>
<td>13.6</td>
</tr>
<tr>
<td>12.5 (½)</td>
<td>14.6</td>
</tr>
<tr>
<td>9.5 (⅜)</td>
<td>15.6</td>
</tr>
</tbody>
</table>

*The Nominal Maximum Size is defined as one sieve larger than the first sieve to retain more than 10%.

** Interpolate specified VMA values for design air voids between those listed.

*** Extrapolate specified VMA values for production air voids beyond those listed.

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

The hot mix asphalt for the lower lifts may contain up to 20% reclaimed asphalt pavement if approved by the Engineer.

The hot mix asphalt for the top lift shall not contain any reclaimed asphalt pavement unless approved by the Engineer.

A minimum of 1 percent hydrated lime by weight of the combined aggregate shall be added to the aggregate for all hot mix asphalt when determined by the Engineer.

Acceptance samples shall be taken in accordance with CP-41, as determined by the Engineer and/or Inspector.

Subsection 403.03 shall include the following:

The Contractor shall construct the work such that all roadway pavement placed prior to the time paving operations end for the year, shall be completed to the full thickness required by the plans. The Contractor's Progress Schedule shall show the methods to be used to comply with this requirement.
If liquid anti-stripping additive is added at the plant, an approved in-line blender must be used. The blender shall be in the line from the storage tank to the drier drum or pugmill. The blender shall apply sufficient mixing action to thoroughly mix the asphalt cement and anti-stripping additive.

Delete subsection 403.05 and replace with the following:

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

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hot Mix Asphalt (Grading SX)(100)(PG 64-28)</td>
<td>Ton</td>
</tr>
<tr>
<td>Hot Mix Asphalt (Grading S)(100)(PG 64-22)</td>
<td>Ton</td>
</tr>
</tbody>
</table>

Aggregate, asphalt recycling agent, additives, hydrated lime, and all other work necessary to complete each hot mix asphalt item will not be paid for separately but shall be included in the unit price bid. When the pay item includes the PG binder grade, the asphalt cement will not be measured and paid for separately but shall be included in the work. When the pay item does not include the PG binder grade, asphalt cement will be measured and paid for in accordance with Section 411. Asphalt cement used in Hot Mix Asphalt (Patching) will not be measured and paid for separately but shall be included in the work.

Excavation, preparation, and tack coat of areas to be patched will not be measured and paid for separately, but shall be included in the work.

The Contractor shall collect the scale ticket on each load when it is delivered to the project site and ensure that the information required in subsection 109.01 is shown on each ticket.

The scale tickets shall be available on site for County personnel to inspect.

Each day, the Contractor shall provide to the County, envelopes which contain the previous day’s signed tickets and the following:

A. On each envelope: Project number, location, date of paving, type of material, daily total and cumulative total

B. One of the following:
   1. Two adding machine tape tabulations of the weight tickets with corresponding total run and signed by two different persons,
   2. One signed adding machine tape tabulation of the weight tickets that has been checked and signed by a second person, or
   3. Signed check tape of computer scale tickets that have a cumulative total. These scale tickets must be consecutive and without voids or adjustments.

C. A listing of any overweight loads on the envelope, including ticket numbers and amount over legal limit.
D. A comparison of the actual yield for each day’s placement to the theoretical yield. Theoretical yield shall be based on the actual area paved, the planned thickness, and the actual density of the mixture being placed. Any variance greater than +2.5% shall be indicated on the envelope and a written explanation included.

END OF SECTION
Section 420 of the Standard Specifications is hereby revised for this project as follows:

**Subsection 420.01 shall include the following:**

This work includes furnishing and installing geosynthetic material over subgrade materials in accordance with these specifications and the details shown on the plans.

**Subsection 420.02 shall include the following:**

The aggregate fill to be placed over the top of the geosynthetic material shall meet all the specifications of Aggregate Base Course (Class 6).
Subsection 712.08 shall include the following:

TriAx TX160 Geogrid or equivalent meeting the requirements below.

General

1. The geogrid is manufactured from a punched polypropylene sheet, which is then oriented in there substantially equilateral direction so that the resulting ribs shall have a high degree of molecular orientation, which continues at least in part through the mass of the integral node.

2. The properties contributing to the performance of the mechanically stabilized layer include the following:

<table>
<thead>
<tr>
<th>Index Properties</th>
<th>Longitudinal/Transverse</th>
<th>Diagonal</th>
<th>General</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rib Pitch (2), mm (in)</td>
<td>40 (1.60)</td>
<td>40 (1.60)</td>
<td>--</td>
</tr>
<tr>
<td>Mid-rib depth (2), mm (in)</td>
<td>1.4 (0.06)</td>
<td>1.6 (0.06)</td>
<td>--</td>
</tr>
<tr>
<td>Mid-rib width (2), mm (in)</td>
<td>1.2 (0.05)</td>
<td>1.0 (0.04)</td>
<td>--</td>
</tr>
<tr>
<td>Rib shape</td>
<td></td>
<td></td>
<td>Rectangular</td>
</tr>
<tr>
<td>Aperture shape</td>
<td></td>
<td></td>
<td>Triangular</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Structural Integrity</th>
<th>General</th>
</tr>
</thead>
<tbody>
<tr>
<td>Junction efficiency (3), %</td>
<td>93</td>
</tr>
<tr>
<td>Isotropic Stiffness Ratio (4)</td>
<td>0.6</td>
</tr>
<tr>
<td>Radial stiffness at low strain (5), kN/m @0.5% strain (lb/ft @ 0.5% strain)</td>
<td>300 (20,580)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Durability</th>
<th>General</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resistance to chemical degradation (6)</td>
<td>100%</td>
</tr>
<tr>
<td>Resistance to ultra-violet light and weathering (7)</td>
<td>70%</td>
</tr>
</tbody>
</table>

Dimension and Delivery

The TX Geogrid shall be delivered to the jobsite in roll form with each roll individually identified. Rolls are shipped with nominal measurements: Equal to 4.0 meters (13.1 feet) in width and 75 meters (246 feet) in length or 4.87 (16 feet) in width by 100 meters (328 feet) in length.

Notes

1. Unless indicated otherwise, values shown are minimum average roll values determined in accordance with ASTM D4759-02. Brief descriptions of test procedures is given in the following notes.

2. Nominal dimensions.
3. Load transfer capability determined in accordance with ASTM D6637 and ASTM D7737-11 and expressed as a percentage of ultimate tensile strength.

4. The ratio between the minimum and maximum observed values of radial stiffness at 0.5% strain, measured on rib and midway between rib directions.

5. Radial stiffness is determined from tensile stiffness measured in any in-plane axis from testing in accordance with ASTM D6637-10.

6. Resistance to loss of load capacity or structural integrity when subjected to chemically aggressive environments in accordance with EPA 9090 immersion testing.

7. Resistance to loss of load capacity or structural integrity when subjected to 500 hours of ultraviolet light and aggressive weathering in accordance with ASTM D4355-05.

Minimum overlap shall be 18”. All overlap will not be paid for separately but shall be considered subsidiary to the flat surface and edge areas.

END OF SECTION
Section 601 of the Standard Specifications is hereby revised for this project as follows:

Subsection 601.02 shall include the following:

The concrete used for this project shall be Class D. Prior to delivery to the jobsite, the Contractor shall submit a concrete mix design for approval to the Project Inspector.

Subsection 601.03 shall include the following:

Several minor work items associated with the construction of new concrete structures shall be considered subsidiary to the Concrete Class D bid item, including:

- Concrete strength testing.
- Water Stop as described in the Plans.
- Seal all joints with CDOT approved joint sealant.
- Construction Joints

The new concrete structures include apron slab, culvert wingwalls, head wall and rail curbs. In order to construct these structures, it is likely that the Contractor will need to maintain flow in the channel. Accommodating flows in the ditch shall be included as part of the Water Control pay item.

The Contractor shall coordinate this work with the Project Inspector.

Subsection 601.12 shall include the following:

After the girders are placed, the Contractor shall survey the tenth points of each girder line to verify the needed variation in the concrete topping. The Contractor shall submit the as-built girder top elevations to the Engineer for review prior to placing the reinforced concrete topping. Topping thickness variation shall be adjusted by the Contractor to fit the as-built conditions as approved by the Engineer.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Class D (Box Culvert)</td>
<td>Cubic Yard</td>
</tr>
</tbody>
</table>

END OF SECTION
Section 614 of the Standard Specifications is hereby revised for this project as follows:

**Subsection 614.02 is hereby revised to include the following:**

Steel square tube type perforated sign posts and anchors shall meet or exceed the following:

1. Posts – 2¼” x 2¼” square posts, 12-gauge, ASTM designation A570, Grade 50, drilled with 7/16” diameter holes on 1” centers.
2. Anchors – 2¼” x 2¼” x 30” tall square tube, 12-gauge, ASTM designation A570, Grade 50, drilled with 7/16” diameter holes on 1” centers.
3. J-bolts or corner bolts shall be used to attach the posts to the anchors.
4. Coating – all posts and anchors shall be galvanized to ASTM designation A653, G90, Structural Quality, Grade 50, Class 1. The steel shall also be coated with a chromate conversion coating and a clear organic polymer topcoat.
5. All stop sign posts shall be equipped with reflective markings on all four (4) sides of the posts.

Structure signs shall be green with white lettering and shall be attached to the bridge structure wherever possible.

**Subsection 614.09 is hereby revised to include the following:**

Steel square tube type perforated sign posts and anchors placed in concrete or asphalt shall be either core drilled with a 4” diameter hole, or a 4” diameter piece of PVC pipe may be placed into the concrete or asphalt full depth and flush with the surface.

**Subsection 614.13 is hereby revised to include the following paragraphs:**

Steel square tube type perforated sign posts will be measured by the length in linear feet of post installed. The associated 30” tall anchor will not be measured separately and shall be included in the cost of the post.

The reflective tape for stop sign posts will not be measured separately and shall be included in the cost of the post.

The J-bolts or corner bolts will not be measured separately and shall be included in the cost of the post.

**Subsection 614.14 is hereby revised to include the following:**

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steel Sign Post (2-1/4 Inch x 2-1/4 Inch Square Post)</td>
<td>Lineal Foot</td>
</tr>
</tbody>
</table>

END OF SECTION
Delete Subsection 620.02 and replace with 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.

The Contractor shall be responsible for locating the office trailer in a location that is acceptable to Weld County. The Contractor shall obtain the necessary permits for the trailer.

The Field office shall be set up at the start of construction. Start of construction shall be defined as 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 Engineer.

If field office is not set up at the start of construction, 5% of the bid amount for the field office will be deducted daily until it is placed and fully functional. If these deductions reduce the field office item bid to $0, then deductions will continue at 5% daily from the overall project bid price until the office is placed and is fully functional.
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 the field office. 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. The janitorial services shall include trash bags in all trash cans, sweeping and mopping of the floors, and general cleanup of the offices and meeting spaces. Trash cans both inside and outside of the trailer shall be emptied weekly.

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:

1. One office type color laser printer/copier/scanner machine (a multi-purpose desktop printer will not suffice) with an 11” x 17” tray or approved equal. The copy machine shall be wheel mounted and shall be capable of rolling to different location within the office;

2. Paper (Letter and Tabloid sizes) shall be provided;

3. Toner, parts, service and repairs shall be provided. Repair and maintenance services shall be provided within 5 business days of notification;

4. In the event of theft, the Contractor shall provide a replacement device with 3 business days;

5. The device shall be capable of wireless networking with all offices in the field office;

6. The device shall be capable of scanning documents up to 11” x 17”.

7. The device shall be capable of reducing 11”x17” plan sheets to 8.5”x11” (Letter) and 8.5”x14” (Legal) size.

8. This device shall be capable of 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.

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

6. A 5-gallon drinking water cooler capable of providing hot and cold water shall be provided.

7. Landline telephone and fax service is only required if there is no cell phone reception at the office location.

All office equipment/supplies and office furniture to be provided for this project shall be free of blemishes and in proper working order and must be approved by the Engineer or Inspector prior to placement in the office trailer.

Subsection 620.08 shall include the following:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Office (Class 2)</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 625.01 shall be revised to include the following:**

If the Revision of Section 102 Project Plans and Other Data states 3D modeling data is available, the Contractor may choose to perform 3D Engineered Construction Surveying (3DECS).

3DECS is the use of global positioning and or robotic instruments to guide construction equipment operations by comparing 3D model information in real time. For 3DECS, either the construction equipment is fed modeling information and makes automatic adjustments (machine control) or the equipment operator is fed the information and makes manual adjustments.

The Contractor may use 3DECS, but 3DECS shall be used in conjunction with traditional survey techniques (story stakes). If 3DECS is used by the Contractor, a GPS rover with accurate and up to date files shall be made available to the County for the duration of the project in addition to the story stakes.

**Delete Subsection 625.04 and replace with the following:**

Contractor's surveyor shall establish horizontal and vertical 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. The establishment of the control points shall be done in accordance with the CDOT Survey Manual, Chapter 6.

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.

During construction, the Contractor’s surveyor shall provide and maintain story stakes with offsets for the County’s use. The story stakes shall include information required by the CDOT Survey Manual, Chapter 6. The Contractor shall protect and immediately re-establish any story stakes that are damaged throughout the project.

If the Contractor uses 3DECS, the following shall apply:

1. All surveying shall be based on the Primary Horizontal and Vertical Control established by the Department.

2. The Contractor shall provide construction stakes for the control points of the project centerline or Engineer approved offset line (i.e. POT, POC, PCC, PC, PT, TS, ST, SC, CS per the Survey Manual) and angle points, all of which shall be established from primary control monuments and their assigned coordinates as shown on the plans.
(3) Staking for the project centerline or offset, shall be established from the project centerline control points as shown on the plans in order to provide a method of machine control equipment checks, inspection, and field verification.

(4) The maximum staking interval for the project centerline shall be 100 feet on tangents and 25 feet on curves or as specified on the survey tabulation sheet. All project centerline control points as shown on the plans shall be staked.

(5) Within the first week of the Contractor utilizing 3DECS, the Contractor shall check their 3DECS system and verify in writing to Weld County that the accuracy of the system complies with the contract requirements.

**Subsection 625.13 shall be revised to include the following:**

All costs associated with 3DECS surveying will not be measured and paid for separately but shall be included in the work.

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

Subsection 626.01 shall be revised to include the following:

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 630.01 shall be revised to include the following:

This work includes furnishing, operating, and maintaining a portable message sign panel.

The Contractor shall submit a traffic control plan to the County for review and approval prior to construction. The plan shall address all phases of construction. The Plans provide a sample traffic control plan to be used for bidding purposes.

The Contractor shall take all necessary measures to maintain a normal flow of vehicular and pedestrian traffic to prevent accidents and to protect the work throughout the entire project. The Contractor shall make the necessary arrangements to reroute traffic, provide and maintain barriers, cones, guards, barricades, and construction warning and regulatory signs. Detours, street closures, and driveway closures which are required for the protection of the traveling public during construction of this project are included within the scope of traffic control and shall not be paid for separately. It shall be the Contractor’s responsibility to maintain roadway traffic safety, adequately, and continuously on all portions of existing roads and cross roads affected by this work. The Contractor shall maintain that portion of the existing roadway being used to carry traffic so that traffic may readily pass over it, including provisions of any requiring temporary pavement markings.

If it becomes necessary to properly move traffic through the construction area, flaggers shall be posted to slow down and reroute traffic. Flaggers are required when workers or equipment intermittently block a traffic lane. Flaggers shall be wearing Class 3 high visibility safety apparel and shall be equipped with a sign paddle.

Add subsection 630.03(a) immediately following subsection 630.03 as follows:

630.03 Portable Message Sign Panel. Portable message sign panel shall be furnished as a device fully self-contained on a portable trailer, capable of being licensed for normal highway travel, and shall include leveling and stabilization jacks. The panel shall display a minimum of three - eight-character lines. The panel shall be a dot-matrix type with an LED legend on a flat black background. LED signs shall have a pre-default message that activates before a power failure. The sign shall be solar powered with independent back-up battery power. The sign shall be capable of 360 degrees rotation and shall be able to be elevated to a height of at least five feet above the ground measured at the bottom of the sign. The sign shall be visible from one-half mile under both day and night conditions. The message shall be legible from a minimum of 750 feet. The sign shall automatically adjust its light source to meet the legibility requirements during the hours of darkness. The sign enclosure shall be weather tight and provide a clear polycarbonate front cover.

Solar powered message signs shall be capable of operating continuously for 10 days without any sun. All instrumentation and controls shall be contained in a lockable enclosure. The sign shall be capable of changing and displaying sign messages and other sign features such as flash rates, moving arrows, etc.

Each sign shall also conform to the following:
1. In addition to the onboard solar power operation with battery back-up, each sign shall be capable of operating on a hard wire, 100-110 VAC, external power source.
2. All electrical wiring, including connectors and switch controls necessary to enable all required sign functions shall be provided with each sign.
3. Each sign shall be furnished with an operating and parts manual, wiring diagrams, and trouble-shooting guide.
4. The portable message sign shall be capable of maintaining all required operations under Colorado mountain-winter weather conditions.
5. Each sign shall be furnished with an attached license plate and mounting bracket.
6. Each sign shall be wired with a 7-prong male electric plug for the brake light wiring system.

Subsection 630.13 shall be revised to include the following:

The portable message sign panel shall be on the project site at least 14 calendar days prior to the start of active roadway construction. Maintenance, storage, operation, relocation to different sites during the project, and all repairs of portable message sign panels shall be the responsibility of the Contractor. The contractor is required to provide all information and submittals for this traffic control as detailed in the project specifications. Including signage for alternate detour routes.

Subsection 630.18 shall include the following:

Payment for the traffic control shall include all materials and labor necessary to provide traffic control during construction of the area within the limits of the project detour. The contractor shall be responsible for the operation and maintenance of these traffic control elements for the duration of the time that they are necessary. Portable message sign panels will be not be paid for separately but included as part of the Traffic Control/Detour pay item.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Control/Detour</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Flagging</td>
<td>Hour</td>
</tr>
<tr>
<td>Traffic Control Management</td>
<td>Day</td>
</tr>
<tr>
<td>Traffic Control Inspection</td>
<td>Day</td>
</tr>
</tbody>
</table>
SECTION 650
WATER CONTROL AND DEWATERING

Section 650 of the Standard Specifications is hereby revised for this project as follows:

Subsection 650.01 shall include the following:

DESCRIPTION

The work of this section consists of controlling groundwater, drainage, and ditch flows during construction. Contractor is cautioned that the work involves construction in and around a ditch with fluctuating surface water levels. The Contractor shall submit a water control plan to the County for review and approval prior to construction. The plan shall address all phases of construction.

CONSTRUCTION REQUIREMENTS

Subsection 650.03 shall include the following:

Requirements for controlling surface and groundwater during construction are as follows:

A. General. For all excavation, Contractor shall provide suitable equipment and labor to remove water, and they shall keep the excavation dewatered so that construction can be carried on under dewatered conditions. Water control shall be accomplished such that no damage is done to adjacent channel banks or structures. Contractor is responsible for investigating and becoming familiar with all site conditions that may affect the work including surface water, potential flooding conditions, level of groundwater and the time of year the work is to be done.

All excavations made as part of dewatering operations shall be backfilled with the same type material as was removed and compacted to ninety five percent (95%) of Maximum Standard Proctor Density (ASTM 0698) except where replacement by other materials and/or methods are required.

Contractor shall conduct operations in such a manner that storm, or other waters may proceed uninterrupted along their existing drainage courses. By submitting a bid, Contractor acknowledges that Contractor has investigated the risk arising from such waters and has prepared his bid accordingly and assumes all said risk.

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

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

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

B. Surface Water Control. Surface water control generally falls into the following categories:
SECTION 650
WATER CONTROL AND DEWATERING

- Normal flows along the channel
- Local surface inflows not conveyed by pipelines

Contractor shall coordinate, evaluate, design, construct, and maintain temporary water conveyance systems. These systems shall not worsen flooding, alter major flow paths, or worsen flow characteristics during construction. Contractor is responsible to ensure that any such worsening of flooding does not occur. Contractor is solely responsible for determining the methods and adequacy of water control measures.

At a minimum, Contractor shall be responsible for diverting the quantity of surface flow around the construction area so that the excavations will remain free of surface water for the time it takes to install these materials, and the time required for curing of any concrete or grout.

Contractor shall, always, maintain a flow path for all channels. Temporary structures such as berms, sandbags, pipeline diversions, etc., may be permitted for the control of channel flow, if such measures are not a major obstruction to flows.

C. Groundwater Control. Contractor shall install adequate measures to maintain the level of groundwater below the foundation subgrade elevation and maintain sufficient bearing capacity for all structures, pipelines, earthwork, and rock work. Such measures may include, but are not limited to, installation of perimeter sub-drains, pumping from drilled holes or by pumping from sumps excavated below the subgrade elevation. Dewatering from within the foundation excavations shall not be allowed. The foundation bearing surfaces are to be kept dewatered and stable until the structures or other types of work are complete and backfilled. Disturbance of foundation subgrade by Contractor operations shall not be considered as originally unsuitable foundation subgrade and shall be repaired at Contractor's expense.

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

No separate payment will be made for this work, but any work done shall be subsidiary to other items of work. This work shall consist of:

- Implementing measures to control surface water and groundwater
- Obtaining and transferring all required permits, upon approval.
- Providing temporary power as required.
- Evaluating, designing, constructing, maintaining, and monitoring dewatering measures
- Installing check dams, pumps, dewater bags, earth embankments, diversion channels, sheet pile, wells, or any other material necessary for dewatering.
- Monitoring, sampling, analysis, and water quality reports if required.
- Protect work from base flows and storm events.
- Providing all other related and necessary labor, equipment, and materials to complete the work.
BASIS OF PAYMENT

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Control</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>
FORCE ACCOUNT ITEMS

DESCRIPTION

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

BASIS OF PAYMENT

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

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

<table>
<thead>
<tr>
<th>Force Account Item</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>F/A Minor Contract Revisions</td>
<td>F.A.</td>
<td>$70,000</td>
</tr>
<tr>
<td>F/A Erosion Control</td>
<td>F.A.</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

Force Account Descriptions:

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 items, specifically those associated with erosion control, 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 in this contract.

END OF SECTION
TRAFFIC CONTROL PLAN – GENERAL

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

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

1. Subsection 104.04 and Section 630 of the specifications.
4. Detour

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

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

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

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

All signage for detour shall be in place as well as barriers with road closed signs prior to any excavation or demolition.

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

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

Two weeks prior to any road closure, the Contractor shall notify the Weld County Public Works Department.

The Contractor shall not perform any work on the roadway between the hours of 6 p.m. and 6 a.m. unless approved by the Engineer.

END OF SECTION
UTILITIES

Known utilities within the limits of this project are shown in the Subsurface Utility Engineering (SUE) plans:

The work described in these plans and specifications requires coordination between the Contractor and the utility companies in accordance with subsection 105.11 in conducting their respective operations as necessary to complete the utility work with minimum delay to the project.

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 (8-1-1) or 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.

The location of utility facilities as shown on the plan and profile sheets, and herein described, were obtained from the best available information. Contractor shall confirm utility locations in field.

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

- Coordination with utility owners
- Protection of existing utilities in the vicinity of construction

The work listed below will be performed by the utility owners or their agents:

- Any utility relocation required

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

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

In subsection 102.05 delete the second and third paragraphs and replace with the following:

Boring logs, utility mapping, and other records of subsurface investigations, if they exist, are available for inspection by bidders. These logs and records are made available so that all bidders have access to identical subsurface information that is available to the Department. These items are not intended as a substitute for personal investigation, interpretation, and judgment of the bidders.

The Department does not warrant the adequacy of boring logs, utility mapping, and other records of subsurface investigations, and such information is not considered to be a part of the Contract. When a log of test borings is included in the subsurface investigation record, the data shown in the individual log of each test boring applies only to that particular boring and is not intended to be conclusive as to the character of any material between or around test borings. When utility mapping is included, the information shown will be identified as Quality Level A/B/C/D in accordance with the most recent version of the ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). Utility location depictions are only valid at the time of collection and it is the Contractor’s sole responsibility to verify all utility locations prior to beginning the work. If bidders use this information in preparing a proposal, it is used at their own risk, and bidders are responsible for all conclusions, deductions, and inferences drawn from such information.
Section 105 of the Standard Specifications is hereby revised for this project as follows:

In subsection 105.11 delete the third paragraph and replace with the following:

In accordance with C.R.S. 9-1.5-103 et seq. (Excavation Requirements – Plans and Specifications), the Department will certify in the project plans and specifications which Quality Level (A-D) the depicted existing known utilities are, pursuant to the most recent version of the ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). The Contractor shall not be relieved of its responsibility to comply with the requirements set forth therein and shall not rely solely on the Department’s plans and specifications when completing its work with respect to existing buried utilities. The Contract will indicate those utility items which are to be relocated or adjusted by the utility owner or which are to be relocated or adjusted by the Contractor. The Contractor shall consider in the bid proposal all of the permanent and temporary utility facilities in their present or relocated positions as shown in the Contract and as revealed by site investigation. Utility delays due to changes which are the responsibility of the Contractor will be considered nonexcusable delays. Utility delays beyond the Contractor’s control and not due to the fault or negligence of the Contractor shall be documented by the Contractor and tied to the project’s critical path schedule, so as to demonstrate a timeline of events leading up to the utility owner’s failure to perform and subsequent delay to the project. Delays will be determined to be compensable or non-compensable in accordance with subsection 108.08. The Contractor and the Engineer shall meet with the utility owners as often as necessary to coordinate and schedule relocations or adjustments. Additional compensation will not be allowed for foreseeable coordination, inconvenience, or damage sustained due to interference from the utility facilities or the removal or relocation operations as indicated in the Contract.
Section 106 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 106.05 and replace with the following:

106.05 Sampling and Testing of Hot Mix Asphalt. All hot mix asphalt, Item 403, except Hot Mix Asphalt (Patching) and temporary pavement shall be tested in accordance with the following program of process control testing and acceptance testing:

The Contract hereby specifies that process control testing by the Contractor is mandatory.

(a) Process Control Testing.

1. Mandatory Process Control. When process control testing is mandatory the Contractor shall be responsible for process control testing on all elements and at the frequency listed in Table 106-1. Process control testing shall be performed at the expense of the Contractor.

After completion of compaction, in-place density tests for process control shall be taken at the frequency shown in Table 106-1. The results shall be reported in writing to the Engineer on a daily basis. Daily plots of the test results with tonnage represented shall be made on a chart convenient for viewing by the Engineer. All of the testing equipment used for in-place density testing shall conform to the requirements of acceptance testing standards, except nuclear testing devices need not be calibrated on the Department's calibration blocks.

For elements other than in-place density, results from process control tests need not be plotted, or routinely reported to the Engineer. This does not relieve the Contractor from the responsibility of performing such testing along with appropriate plant monitoring as necessary to assure that produced material conforms to the applicable specifications. Process control test data shall be made available to the Engineer upon request.

(b) Acceptance Testing. Acceptance testing is the responsibility of the Department. For acceptance testing the Department will determine the locations where samples or measurements are to be taken and as designated in Section 403. The maximum quantity of material represented by each test result, the elements, the frequency of testing and the minimum number of test results will be in accordance with Table 106-1. The location or time of sampling will be based on the stratified random procedure as described in CP 75. Acceptance sampling and testing procedures will be in accordance with the Schedule for Minimum Materials Sampling, Testing and Inspection in the Department’s Field Materials Manual. Samples for project acceptance testing shall be taken by the Contractor in accordance with the designated method. The samples shall be taken in the presence of the Engineer. Where appropriate, the Contractor shall reduce each sample to the size designated by the Engineer. The Contractor may retain a split of each sample which cannot be included as part of the Contractor's process control testing. Dispute of the acceptance test results in accordance with CP-17 will not be allowed unless a check testing program has been successfully completed. All materials being used are subject to inspection and testing at any time prior to or during incorporation into the work.
Table 106-1
SCHEDULE FOR MINIMUM SAMPLING AND TESTING FOR HMA

<table>
<thead>
<tr>
<th>Element</th>
<th>Process Control</th>
<th>Acceptance (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Content</td>
<td>1/500 tons</td>
<td>1/1000 tons</td>
</tr>
<tr>
<td>Theoretical Maximum Specific Gravity</td>
<td>1/1000 tons, minimum 1/day</td>
<td>1/1000 tons, minimum 1/day</td>
</tr>
<tr>
<td>Gradation (2)</td>
<td>1/Day</td>
<td>1/2000 tons</td>
</tr>
<tr>
<td>In-Place Density</td>
<td>1/500 tons</td>
<td>1/500 tons</td>
</tr>
<tr>
<td>Joint Density</td>
<td>1 core/2500 linear feet of joint</td>
<td>1 core /5000 linear feet of joint</td>
</tr>
<tr>
<td>Aggregate Percent Moisture (3)</td>
<td>1/2000 tons or 1/Day if less than 2000 tons</td>
<td>1/2000 tons</td>
</tr>
<tr>
<td>Percent Lime (3)</td>
<td>1/Day</td>
<td>Not applicable</td>
</tr>
</tbody>
</table>

Notes:

(1) The minimum number of in-place density tests for acceptance will be 5.

(2) Process control tests for gradation are not required if less than 250 tons are placed in a day. The minimum number of process control tests for gradation shall be one test for each 1000 tons or fraction thereof.

(3) Not to be used for incentive/disincentive pay. Test according to CP 33 and report results from Form 106 or Form 565 on Form 6.

(4) Verified per Contractor’s PC Plan.

(c) Reference Conditions. Three reference conditions can exist determined by the Moving Quality Level (MQL). The MQL will be calculated in accordance with the procedure in CP 71 for Determining Quality Level (QL). The MQL will be calculated using only acceptance tests. The MQL will be calculated on tests 1 through 3, then tests 1 through 4, then tests 1 through 5, then thereafter on the last five consecutive test results. The MQL will not be used to determine pay factors. The three reference conditions and actions that will be taken are described as follows:

1. Condition green will exist for an element when an MQL of 90 or greater is reached, or maintained, and the past five consecutive test results are within the specification limits.

2. Condition yellow will exist for all elements at the beginning of production or when a new process is established because of changes in materials or the job-mix formula, following an extended suspension of work, or when the MQL is less than 90 and equal to or greater than 65. Once an element is at condition green, if the MQL falls below 90 or a test result falls outside the specification limits, the condition will revert to yellow or red as appropriate.

3. Condition red will exist for any element when the MQL is less than 65. The Contractor shall be notified immediately in writing and the process control sampling and testing frequency increased.
to a minimum rate of 1/250 tons for that element. The process control sampling and testing frequency shall remain at 1/250 tons until the process control QL reaches or exceeds 78. If the QL for the next five process control tests is below 65, production will be suspended.

If gradation is the element with MQL less than 65, the Department will test one randomly selected sample in the first 1250 tons produced in condition red. If this test result is outside the tolerance limits, production will be suspended. (This test result will not be included as an acceptance test.)

After condition red exists, a new MQL will be started. Acceptance testing will stay at the frequency shown in Table 106-1. After three acceptance tests, if the MQL is less than 65, production will be suspended.

Production will remain suspended until the source of the problem is identified and corrected. Each time production is suspended, corrective actions shall be proposed in writing by the Contractor and approved in writing by the Engineer before production may resume.

Upon resuming production, the process control sampling and testing frequency for the elements causing the condition red shall remain at 1/250 tons. If the QL for the next five process control tests is below 65, production will be suspended again. If gradation is the element with MQL less than 65, the Department will test one randomly selected sample in the first 1250 tons produced in condition red. If this test result is outside the tolerance limits, production will be suspended.
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:

### Goals and Timetable for Minority Utilization

<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>2670 Fort Collins</td>
<td>Larimer</td>
<td></td>
<td>6.9%</td>
</tr>
<tr>
<td>3060 Greeley</td>
<td>Weld</td>
<td></td>
<td>13.1%</td>
</tr>
<tr>
<td>Non SMSA Counties</td>
<td>Cheyenne, Clear Creek, Elbert, Grand, Kit Carson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington &amp; Yuma</td>
<td></td>
<td>12.8%</td>
</tr>
<tr>
<td>158 (Colo. Spgs. - Pueblo)</td>
<td>1720 Colorado Springs</td>
<td>El Paso, Teller</td>
<td>10.9%</td>
</tr>
<tr>
<td>6560 Pueblo</td>
<td>Pueblo</td>
<td></td>
<td>27.5%</td>
</tr>
<tr>
<td>Non SMSA Counties</td>
<td>Alamosa, Baca, Bent, Chaffee, Conejos, Costilla, Crowley, Custer, Fremont, Huerfano, Kiowa, Lake, Las Animas, Lincoln, Mineral, Otero, Prowers, Rio Grande, Saguache</td>
<td></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, Routt, San Juan, San Miguel</td>
<td>10.2%</td>
</tr>
<tr>
<td>156 (Cheyenne - Casper WY)</td>
<td>Non SMSA</td>
<td>Jackson County, Colorado</td>
<td>7.5%</td>
</tr>
</tbody>
</table>

GOALS AND TIMETABLES FOR FEMALE UTILIZATION

Until Further Notice.................................................................6.9% -- Statewide
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

These goals are applicable to all the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts meet the goals established for the geographical area where the contract resulting 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);
      (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:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor’s employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and maintain a record of the organization’s responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when he Contractor has other information that the union referral process has impeded the Contractor’s efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor’s employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor’s EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the Contractor’s EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
g. Review, at least annually, the Contractor’s EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor’s EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor’s recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor’s workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor’s obligations under these specifications are being carried out.

n. Ensure that all facilities and Contractor’s activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor’s adherence to and performance under the Contractor’s EEO policies and affirmative action obligation.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor’s minority and female workforce participation, makes a good faith effort to meet its individual goal and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor’s and failure of such a group to fulfill an obligation shall not be a defense for the Contractor’s noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even thought the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13 The Contractor in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
C. SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES.

1. General.

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract. Provisions (Form FHWA 1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract provisions.

b. The Contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The Contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy. The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program;

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer. The Contractor will designate and make known to the State highway agency contracting officers and equal employment opportunity officer (herein after referred to as the EEO Officer) who will have the responsibility for and 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 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 thorough a contractor’s association acting as agent will include the procedures set forth below:

a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.
d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the State highway agency.

9. **Subcontracting.**

a. The Contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.

b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. **Records and Reports.**

a. The Contractor will keep such records as are necessary to determine compliance with the Contractor’s equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate:

(1) The number of minority and nonminority group members and women employed in each work classification on the project.

(2) The Progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.

c. The Contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391.
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. Local Public Agencies (LPAs) that receive federal funds, must comply with CDOT’s DBE program. To such end, CDOT sets a contract goal for DBE participation for each DOT-assisted LPA Contract.

In order to be awarded the Contract, the bidder shall show that it has committed to DBE participation sufficient to meet the goal or has otherwise made good faith efforts to do so. CDOT will amend the goal prior to award if the lowest apparent bidder demonstrates that good faith efforts were made but sufficient commitments to meet the goal could not be obtained.

CDOT and the LPA will monitor the progress of the Contractor throughout the project to ensure that the Contractor’s DBE commitments are being fulfilled. Modifications to the commitments must be approved by the CDOT Regional Civil Rights Office (RCRO). CDOT may withhold payment or seek other contractual remedies if the Contractor is not complying with the requirements of this special provision. Upon completion of the Contract, CDOT may require the LPA to reduce the final payment to the Contractor if the Contractor has failed to fulfill the commitments or made good faith efforts to meet the contract goal.

For general assistance regarding the DBE program and compliance, contact CDOT’s Civil Rights and Business Resource Center (CRBRC) at (303)757-9234. For project specific issues, contact the LPA Engineer or RCRO.

All forms referenced herein can be found on the CDOT website in the forms library.

2. Contract Assurance

By submitting a proposal for this Contract, the bidder agrees to the following assurance and shall include it verbatim in all (including non-DBE) subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

3. Definitions

Terms not defined herein shall have the meaning provided in the CDOT Standard Specifications for Road and Bridge Construction.

A. **Commitment.** A commitment is a portion of the Contract, identified by dollar amount and work area, designated by the bidder or Contractor for participation by a particular DBE. Commitments are submitted to CDOT via Form 1414, Anticipated DBE Participation Plan, or via Form 1420, DBE Plan Modification Request. Once approved, commitments are enforceable obligations of the Contract.

B. **Commercially Useful Function (CUF).** Responsibility for the execution of the work and carrying out such responsibilities by actually performing, managing and supervising the work as further described in Section 8 below.

C. **Contract Goal.** The percentage of the contract designated by CDOT for DBE participation. The contract goal for this contract is provided in the Project Special Provision Disadvantaged Business Enterprise Contract Goal.
1. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS (LOCAL AGENCY)

(1) The bidder/Contractor shall make good faith efforts to fulfill the contract goal with eligible DBE participation. For determining whether the contract goal was met prior to award, the contract goal shall be based upon the proposal amount excluding force account items. For determining whether the contract goal was met during and upon completion of the project, the contract goal shall be based upon the total earnings amount.

(2) If the lowest apparent bidder demonstrates that it was unable to meet the contract goal but made good faith efforts to do so, the contract goal will be amended and the revised contract goal will be provided on Form 1417, Approved DBE Participation Plan.


E. DBE Program Manual. The manual maintained by the CRBRC which details CDOT’s policies and procedures for administering the DBE program. A copy of the DBE Program Manual is available on the CRBRC webpage.

F. Eligible Participation. Work by a DBE that counts toward fulfillment of the contract goal as described in Section 4 below.

G. Good Faith Efforts. All necessary and reasonable steps to achieve the contract goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if not fully successful. Good faith efforts are evaluated prior to award and throughout performance of the Contract. For guidance on good faith efforts, see 49 CFR Part 26, Appendix A.

H. Joint Check. A check issued by the Contractor or one of its subcontractors to a DBE firm and a material supplier or other third party for materials or services to be incorporated into the work.

I. Reduction. A reduction occurs when the Contractor reduces a commitment to a DBE. A reduction constitutes a partial termination.

J. Subcontractor. An individual, firm, corporation or other legal entity to whom the Contractor sublets part of the Contract. For purposes of this special provision, the term subcontractor includes suppliers.

K. Substitution. Substitution occurs when a Contractor seeks to find another DBE to perform work on the contract as a result of a reduction or termination.

L. Termination. A termination occurs when a Contractor no longer intends to use a DBE for fulfillment of a commitment.

M. Total Earnings Amount: Amount of the Contract earned by the Contractor, including approved changes and approved force account work performed, but not including any deductions for liquidated damages, price reduced material, work time violations, overweight loads or liens. The amount of the Contract earned does not include plan force account items (i.e. OJT, pavement incentives, etc).

N. Work Code. A code to identify the work that a DBE is certified to perform. A work code includes a six digit North American Industry Classifications System code plus a descriptor. Work codes are listed on a firm’s profile on the UCP DBE Directory. The Contractor may contact the CRBRC to receive guidance on whether a work code covers the work to be performed.

4. Eligible Participation
DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS (LOCAL AGENCY)

The following rules will be used to determine whether work performed by a DBE qualifies as eligible participation on the Contract:

A. Work Must be Identified in Commitment. The work performed by the DBE must be reasonably construed to be included in the work area and work code identified by the Contractor in the approved commitment.

(1) If the Contractor intends to use a DBE for work that was not listed in the commitment, the Contractor shall submit Form 1420, DBE Participation Plan Modification for approval of the modification. Unapproved work will not count toward the contract goal.

(2) A DBE commitment cannot be modified to include work for which the DBE was not certified at the time of the approval of the original commitment.

B. DBE Must be Certified to Perform the Work. The DBE must be certified to perform the work upon submission of the commitment and upon execution of the DBE’s subcontract.

(1) When a commitment has been made, but upon review of Form 205, Sublet Permit, CDOT determines that the DBE is no longer certified in the work code which covers the work to be performed, the Contractor may not use the DBE’s participation toward the contract goal. The Contractor shall terminate the DBE commitment and seek substitute DBE participation in accordance with Section 9 below.

(2) A DBE’s work will continue to count as eligible participation if the DBE was certified upon approval of Form 205, Sublet Permit and the certification status changes during the performance of the work.

(3) Suppliers must be certified upon execution of the purchase order.

C. DBE Performs the Work. Eligible participation will only include work actually performed by the DBE with its own forces.

(1) Work performed by the DBE includes the cost of supplies and materials obtained by the DBE for its work on the Contract, including any equipment leased by the DBE, provided that such supplies or equipment are not purchased or leased from the Contractor or a subcontractor that is subletting to the DBE.

(2) The term “work actually performed by the DBE with its own forces” includes work by temporary employees, provided such employees are under the control of the DBE.

(3) If CDOT or the LPA determines that a DBE has not performed a CUF on the project, no participation by such DBE shall count toward the contract goal.

D. DBE Subcontracts to Another Firm. When a DBE subcontracts part of the work, the value of the subcontracted work may only be counted toward the goal if the subcontractor is a DBE. Performance by non-DBE subcontractors, including non-DBE trucking firms and owner-operators, shall be deducted from the DBE’s participation.

E. DBE Received Payment for the Work. Eligible participation only includes work for which the DBE has received payment, including the release of its retainage.

F. Special Calculations for Suppliers. When a DBE supplies goods on a project, the DBE may be classified as a manufacturer, dealer or broker. The DBE’s status as a manufacturer, dealer or broker is determined on a contract-by-contract basis and is based upon the actual work performed.

(1) When a DBE is deemed to be acting as a manufacturer, one hundred percent of the
commitment will count as eligible participation.

(2) When a DBE is deemed to be acting as a regular dealer (i.e. non-manufacturer supplier), only sixty percent of the commitment will count as eligible participation.

(3) When a DBE is deemed to be acting as a broker, only the reasonable brokerage fee will count as eligible participation.

G. **Reasonable Fee for Contract-Specific Services.** Services shall count toward the contract goal only if they are specifically required for the performance of the Contract. Non-contract specific expenses may not be counted toward the contract goal. Fees for services must be reasonable. Services include but are not limited to professional services, public involvement, etc. In the case of temporary employment placement agencies, only the placement fee for an individual to be specifically and exclusively used for work on the contract shall count as eligible participation.

H. **Pre-Approval for Joint Venture Participation.** When a DBE is a participant in a joint venture, the DBE must apply to CDOT to determine how much of the work performed by the joint venture will count toward the contract goal. The DBE shall complete Form 893, Information for Determining DBE Participation when a Joint Venture Includes a DBE. Form 893 shall be submitted to CDOT CRBRC no less than ten days before the submission of the Proposal or to the RCRO no less than ten days before submission of the Form 205 to ensure sufficient time for review.

5. **Proposal Requirements**

In order to be eligible for award, the following shall be submitted with the proposal to the LPA:

A. **Form 1413, Bidders List.** The bidder shall list each subcontractor (including both DBE and non-DBE subcontractors) that submitted a quote for participation on the project. Failure to submit a signed Form 1413 will result in rejection of the proposal.

B. **Form 1414, Anticipated DBE Participation Plan.** If the Contract Goal is greater than zero, the bidder shall submit Form 1414 to document anticipated DBE participation.

(1) If the Bidder has not obtained any DBE commitments, it shall still submit Form 1414 documenting zero anticipated participation. If the Contract Goal is greater than zero, failure to submit a signed Form 1414 shall result in rejection of the proposal.

(2) The bidder shall list the DBE, work area(s), commitment amount and estimated eligible participation for each commitment. Once Form 1414 is submitted, a commitment may only be terminated or reduced in accordance with Section 9 below. The bidder is responsible for ensuring that commitments, and the estimated eligible participation resulting therefrom, have been properly calculated prior to submitting its proposal.

(3) If the bidder is a DBE, the bidder must include itself in Form 1414 and list the work area(s) and amount that it intends to self-perform and count as eligible participation on the contract.

(4) Commitments may be made to second tier or lower DBE subcontractors; however, the Contractor is ultimately responsible for the fulfillment of the commitment and shall sign the Form 1415, Commitment Confirmation.

6. **Additional Forms Due Prior to Award.**

If the contract goal is greater than zero, or if the bidder has voluntarily made commitments, the Bidder shall submit the following forms to the LPA within five calendar days of selection as the lowest apparent bidder. These forms must be submitted to the CDOT CRBRC concurrent with the request for concurrence to award.
A. **Form 1415, Commitment Confirmation.** A Form 1415, Commitment Confirmation shall be obtained from each DBE listed on Form 1414. The bidder shall complete Section 1 and the DBE shall complete Section 2 of Form 1415. Form 1415s shall be consistent with the commitments listed on Form 1414. The bidder shall not modify commitments listed on Form 1414 without good cause and approval from CDOT. The bidder shall contact CDOT if any issues arise which may require the bidder to alter or terminate a commitment.

B. **Form 1416, Good Faith Effort Report.** If the total eligible participation listed on Form 1414 does not meet the contract goal, the lowest apparent bidder shall also submit Form 1416, Good Faith Effort Report and any supporting documentation that the bidder would like considered by CDOT as evidence of good faith efforts.

7. **Commitment and Good Faith Effort Review**

A. **Commitment Review.** CDOT will evaluate the Form 1414 and each Form 1415 to ensure that it the commitment is valid and has been properly calculated. CDOT may investigate or request additional information in order to confirm the accuracy of a commitment. If CDOT determines that the total estimated eligible participation of the commitments does not meet the contract goal, within two business days of notice from CDOT, the bidder shall submit Form 1416 to CDOT.

B. **Good Faith Effort Review.** If the total eligible participation of Form 1414 and all supporting Form 1415s does not meet the contract goal, CDOT will review Form 1416 and all supporting documentation submitted by the bidder in order to determine whether the bidder has demonstrated good faith efforts to obtain DBE participation. CDOT will use 49 CFR Part 26, Appendix A as a guide for determining whether the bidder made good faith efforts to meet the contract goal. A bidder will be deemed to not have made good faith efforts if the bidder lists a DBE for a work area for which the DBE is not certified and the bidder cannot establish a reasonable basis for its determination. CDOT may consider and approve commitments made after submission of the bid if the Bidder demonstrates that (1) good faith efforts were made prior to submission of the bid and (2) there is a reasonable justification for not obtaining the commitments prior to submission of the bid.

C. **Administrative Reconsideration.** If CDOT determines that the bidder did not demonstrate good faith efforts to meet the contract goal, it will provide the bidder and LPA with written notice of its determination. The bidder will be provided an opportunity to request administrative reconsideration of the decision. The process for reconsideration is set forth in the Good Faith Effort Appeal Process, which is an Appendix I to the DBE Program Manual. A copy of the Good Faith Effort Appeal Process will be included in the written notice from CDOT.

D. **Form 1417, Approved DBE Participation Plan.** If CDOT determines that the bidder has met the contract goal or made good faith efforts to do so, CDOT will issue to the bidder, with a copy to the LPA, Form 1417, Approved DBE Participation Plan, documenting the approved commitments. If CDOT determines that the bidder did not meet the contract goal but made good faith efforts to do so, via the Form 1417 CDOT will amend the contract goal in accordance with the commitments that were obtained and attach an explanation of its determination.
8. Ongoing Oversight of DBE Participation

A. **Consistency Review.** CDOT will review Form 205, Sublet Permit Application to determine whether the work being sublet is consistent with the DBE commitments. CDOT may withhold approval of the sublet or direct the LPA to stop performance of the work if the Contractor has reduced, terminated, or otherwise modified the type or amount of work to be performed by a DBE without seeking prior approval.

B. **Form 1419, DBE Participation Report.** The Contractor shall submit Form 1419, DBE Participation Report to the LPA Engineer on a quarterly basis (January 15, April 15, July 15, and October 15) and upon completion of the Contract. The LPA may withhold progress payments if the quarterly Form 1419 is not received on time. The LPA will not provide final payment on the Contract until the final Form 1419 has been reviewed and approved by the CDOT RCRO.

C. **Joint Checks.** All joint checks must be approved by the CDOT RCRO before they are used in payment to a DBE. Joint checks used in payments to DBEs will be monitored closely to ensure (1) the DBE is performing a CUF and (2) the joint checks are not being used in a discriminatory manner. The Contractor shall request approval for the use of a joint check in a written letter signed by the DBE and the Contractor, stating the reason for the joint checks and the approximate number of checks that will be needed.

D. **Commercially Useful Function.** CDOT will monitor performance during the Contract to ensure each DBE is performing a CUF. If CDOT or the LPA determines that a DBE is not performing a CUF, no work performed by such DBE shall count as eligible participation. The DBE, Contractor, and any other involved third parties may also be subject to additional enforcement actions.

   (1) When determining whether a DBE is performing a CUF, CDOT and the LPA will consider the amount of work subcontracted, industry practices, the amount the firm is to be paid compared to the work performed and eligible participation claimed, and any other relevant factors.

   (2) With respect to material and supplies used on the Contract, in order to perform a CUF the DBE must be responsible for negotiating price, determining quality and quantity, ordering the material, installing the material, if applicable, and paying for the material itself.

   (3) With respect to trucking, in order to perform a CUF, the DBE trucking firm must own and operate at least one fully licensed, insured and operational truck used on the Contract. Additionally, the DBE trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the Contract.

   (4) A DBE does not perform a CUF when its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation. CDOT will evaluate similar transactions involving non-DBEs in order to determine whether a DBE is an extra participant.

   (5) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved, CDOT and the LPA will presume that the DBE is not performing a CUF. The DBE may present evidence to rebut this presumption.
9. DBE Participation Plan Modifications

A. Contractor must Use DBEs Listed in Approved Plan. 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 the CDOT RCRO’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 work or materials. 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 or the LPA.

B. Form 1420, DBE Participation Plan Modification Request. During the performance of the Contract, the Contractor shall use Form 1420, DBE Participation Plan Modification Request to communicate all requests for termination, reduction, substitution, and waivers to the CDOT RCRO. 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.

C. Commitment Terminations and Reductions. No commitment shall be terminated or reduced without CDOT’s approval. Terminations and reductions include, but are not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces, those of an affiliate, a non-DBE firm or with another DBE firm. In order to receive approval, the Contractor shall:

1. Have good cause for termination or reduction. Good cause may include:

   (i) the DBE fails or refuses to execute a written contract;

   (ii) the DBE fails or refuses to perform the work of its subcontract consistent with normal industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Contractor or one of its subcontractors;

   (iii) the DBE fails to meet reasonable, nondiscriminatory bond requirements;

   (iv) the DBE becomes bankrupt, insolvent, or exhibits credit unworthiness;

   (v) the DBE is ineligible to work because of suspension or debarment proceedings or other state law;

   (vi) the DBE is not a responsible contractor;

   (vii) the DBE voluntarily withdraws from the project and provides written notice to CDOT;

   (viii) the DBE is ineligible to receive DBE credit for the work required;

   (ix) the DBE owner dies or becomes disabled and is unable to complete the work;

   (x) the DBE ceases business operations or otherwise dissolves;

   (xi) or other documented good cause that compels termination. Good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

2. Provide the DBE notice of the Contractor’s intent to terminate or reduce the commitment and the reason for such termination or reduction, with a copy to the CDOT RCRO and LPA;
(3) In the notice of intent, provide the DBE at least five calendar days to respond to the notice and inform CDOT and the Contractor of the reasons, if any, why it objects to the proposed termination or reduction and any reasons that it shall not be approved. The Contractor is not required to provide the five calendar days written notice in cases where the DBE in question has provided written notice that it is withdrawing from the subcontract or purchase order. The notice period may be reduced by the CDOT RCRO if required by public necessity.

(4) Following the notice period, if the Contractor decides to proceed, submit Form 1420 requesting approval of the termination or reduction.

(5) When a commitment is terminated or reduced (including when a DBE withdraws), make good faith efforts to find another DBE to substitute. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the participation that was terminated or reduced up to the contract goal.

D. **Contract Changes.** In the event of a contract change:

(1) If the LPA eliminates or reduces work committed to a DBE, such change shall be considered good cause for termination or reduction in accordance with Section 9.B above. The Contractor shall follow the processes outlined in Section 9.B.

(2) If the LPA issues a change which increases or adds new work items, the Contractor shall ensure that it has obtained sufficient DBE participation to meet the Contract Goal, or has made good faith efforts to do so.

E. **Process for Substitution or Increase in Participation to Meet the Contract Goal.** When the Contractor must obtain additional DBE participation to meet the Contract Goal, whether resulting from an approved termination or reduction or a change to the Contract, the Contractor shall:

(1) Increase the participation of a DBE for any work items previously identified in an approved commitment without seeking CDOT approval; provided, however, that at its discretion, the CDOT RCRO may request a Form 1420 documenting such additional participation; or

(2) If the Contractor needs to add new work to a commitment or obtain additional participation from a DBE that is not already participating on the contract pursuant to an approved commitment, submit a Form 1420 and Form 1415 to the RCRO requesting approval of the additional participation; or

(3) If the Contractor determines that additional DBE participation cannot be obtained, submit a Form 1420 to the RCRO requesting waiver of the participation. The Contractor shall include its justification for not obtaining additional participation and, at its discretion, CDOT may require additional information regarding the efforts of the Contractor. 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.
10. Payment Reduction

The Contractor’s retainage will not be released until the CDOT RCRO has determined whether the Contractor will be subject to a payment reduction. Payment reductions will be calculated as follows:

A. Failure to Fulfill Commitments. If the Contractor terminated or reduced a commitment, the Contractor will be subject to a payment reduction for any termination or reduction which was not approved via a Form 1420.

B. Failure to Meet Contract Goal. If the Contractor failed to meet the contract goal, the Contractor will be subject to a payment reduction for the portion of the contract goal that was not met and was not waived via an approved Form 1420.

C. Duplication. The contractor will not be subject to duplicate reduction for the same offense.

D. Adjustments. CDOT may adjust the payment reduction wherein the Contractor demonstrates that its failure to obtain DBE participation was due to circumstances outside of its control.

11. Other Enforcement

A. Investigations. As it determines necessary, CDOT or the LPA may conduct reviews or investigations of participants. All participants, including, but not limited to, DBE firms and applicants for DBE certification, complainants, and contractors using DBE firms to meet contract goals, are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information.

B. Intimidation and Retaliation. Participants shall not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by the DBE program or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the DBE program.

C. Consequences of Non-Compliance. Failure to comply with subsections 11 A. or 11 B. shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

D. Fraud and Misrepresentation. If CDOT or the LPA 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 or the LPA to be unallowable, or if the Contractor engages in repeated violations, falsification or misrepresentation, CDOT may:

   (1) refuse to count any fraudulent or misrepresented DBE participation;
   (2) withhold progress payments to the Contractor commensurate with the violation;
   (3) suspend or reduce the Contractor’s prequalification status;
   (4) refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; or
   (5) seek any other available contractual remedy.
When work within a project is located in two or more counties and the minimum wages and fringe benefits are different for one or more job classifications, the higher minimum wages and fringe benefits shall apply throughout the project.

General Decision No. CO190014 applies to the following counties: Larimer, Mesa, and Weld counties.

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The wage and fringe benefits listed below do not reflect collectively bargained rates.

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General Decision No. CO190014

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<td></td>
<td>Mesa</td>
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<td>Mesa, Weld</td>
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General Decision No. CO190014

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>
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<td>TRUCK DRIVER:</td>
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<td>Dump Truck</td>
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<td>Code</td>
<td>Classification</td>
<td>Basic Hourly Rate</td>
<td>Fringe Benefits</td>
<td>Last Mod</td>
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<td>3.68</td>
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<td>1809</td>
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<td>Mesa Water Truck Multi-Purpose Specialty &amp; Hoisting Truck</td>
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<td>1811</td>
<td>Weld Water Truck Multi-Purpose Specialty &amp; Hoisting Truck</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 GENERAL DECISION NO. CO190014
ON THE JOB TRAINING

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

1. **Goal Setting**

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

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

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

<table>
<thead>
<tr>
<th>Contract dollar value</th>
<th>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>

2. **Training Plan Options**

CDOT accepts the following training programs:

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

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

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

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

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

3. Journey-Level Worker to Apprentice/Trainee Ratio

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

4. Trainee Selection

Two components must be considered when choosing a trainee:

A. The intent of this program is for Contractors to recruit and train entry-level individuals or individuals who will be working within new classifications and guide them toward journey-level status in that specific classification. A trainee will not be approved in any classification for which they have already obtained journey-level status.

B. Another intent of the OJT program is the primary consideration for the Contractor to use minorities, women, and disadvantaged persons to fulfill the trainee roles, and as such, the Contractor shall make every effort to enroll such individuals in the program by using “systematic and direct recruitment through public and private sources.”

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

5. OJT Apprentice/Trainee Approval

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

A. Notify all employees at the start of employment and at a minimum of at least once per year regarding the available training programs, positions, and eligibility requirements. The Contractor shall document that this information was conveyed to and received by employees.

B. Provide each trainee with a copy of his or her enrollment form (if applicable) and the training program within a month of starting the chosen plan.

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

The Regional Civil Rights Office must approve the CDOT Form 838 prior to any of the hours counting toward the OJT goal. If there is a CDOT delay that is completely outside of the Contractor's responsibility for approval of the apprentices/trainees, and if approval is ultimately granted, the date that will be utilized will be ten business days after the date that the CDOT Form 838 was submitted.
ON THE JOB TRAINING

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

6. Eligible Work Activities that Count Toward the Training Goal

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

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

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

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

7. Contractor Training and Trainee Monitoring

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

8. Wages

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

US DOL Apprenticeship Programs

Rates (at minimum) will be paid according to the scaled adjustments for a registered US DOL Apprentice. Fringe benefits (either in cash and/or bona fide benefits in lieu of cash) will be paid in full and as outlined by the bargained agreement. If fringe benefits are not mentioned as part of a bargained agreement or if there is no collectively bargained agreement, full fringe benefits will be paid as outlined through the US DOL wage decision. Approved US DOL apprenticeship programs can use the reduced wages for any CDOT project. If the project does not have a training goal and the Contractor is seeking to pay apprenticeship rates as part of a registered US DOL Apprenticeship Program, the following documentation is required to ensure wages are being paid correctly: apprenticeship program registration, OA (formerly BAT) certificates, and collective bargaining agreement including the wage sheet.

Other Approved Programs

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

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

First half of the training period -- at least 60 percent of the appropriate minimum journey-level rate
Third quarter of the training period – at least 75 percent of the appropriate minimum journey-level rate
Last quarter of the training period -- at least 90 percent of the appropriate minimum journey-level rate

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

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

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

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

A. If the Contractor does not meet its OJT project goal with the inclusion of some female and/or minority trainees, the Contractor may be requested to produce documentation of adequate good faith efforts taken to fill that position with a minority or female applicant. Good faith efforts are designed to achieve equal opportunity through positive, assertive, and continuous result-oriented measures. Good faith efforts should be taken as hiring opportunities arise.

B. If the Contractor does not meet its OJT project goal, the Contractor may submit a CDOT Form 1336, Waiver Request for Contract’s OJT Hours. On the form, the Contractor shall outline and submit all good faith efforts made when it is believed that the required number of training hours will not be met. If GFE is not demonstrated and approved, The Contractor will be subject to payment reductions outlined in the Disincentive Section.

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

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

In order to obtain the disincentive amount, the journey worker wages will be figured using the prevailing wages for the classifications outlined on the CDOT Form 1337. If a single classification is noted on the submitted CDOT Form 1337, then that one wage will be used to figure the monetary amount owed. If multiple classifications are used, then the journey worker wages of all classifications will be used to determine an average wage rate. If the Contractor does not submit any documentation toward the OJT goal, the disincentive rate will be calculated at $30.00 per hour. CDOT will provide the Contractor a written notice at the final acceptance stage of the project informing them of the noncompliance with this specification which will include a calculation of the disincentive(s) to be assessed.
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.

The Contractor and all subcontractors who are subject to Davis-Bacon Related Acts (DBRA) requirements, shall submit all payrolls and Contractor Fringe Benefit Statements electronically via LCPtracker, utilizing the following web link:

https://prod.lcptracker.net/WebForms/login.aspx

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 within the LCPtracker system, and supporting documentation shall be attached. If for any reason the fringe benefits are altered during the life of the project, 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 directly into LCP Tracker for approval by the Contractor.

The Contractor shall submit and approve their own payrolls in LCPtracker.

The Engineer will approve or reject weekly payrolls for the Contractor.
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the
provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific 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 ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action 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 contractors 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 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 contractor 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;

(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 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 conforming to the Davis-Bacon Act in the classification of work performed by the employee) are deemed to be 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.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, is 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 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 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 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 conforming to this section of the Davis-Bacon Act in the classification of work performed by the employee) are deemed to be 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.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, is 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 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 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 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 conforming to this section of the Davis-Bacon Act in the classification of work performed by the employee) are deemed to be 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.
(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.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her 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 journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable
predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to 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.
required contract provisions
federal-aid construction contracts

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
1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of
Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.