REQUEST FOR BIDS #B2000039

WELD COUNTY
DEPARTMENT OF PUBLIC WORKS

CONTRACT BID DOCUMENTS
AND SPECIFICATIONS FOR
WCR 17/54 ROUNDABOUT

FEBRUARY 2020

Division of Engineering
P.O. Box 758
1111 H Street
Greeley, Colorado 80632
970-304-6496
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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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1. NOTICE TO BIDDERS:

The Board of County Commissioners of Weld County, Colorado, wishes to purchase the following:

WCR 17/54 ROUNDBOUGHT PROJECT

The project in general consists of improvements to the existing WCR 17/54 Intersection, located approximately 2 miles north of the Town of Johnstown, and approximately 4 miles east of Interstate 25. Refer to the Bid Schedule for a list of the bid items and quantities. In addition to a proposed cost, bidders will be required to submit documentation which demonstrates their experience and performance on similar projects, ability to meet the project schedule, and familiarity with the work area.

A mandatory pre-bid conference will be held at 1:00 P.M., on Wednesday, February 19th, 2020, 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 construction project 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: Wednesday, March 4th, 2020, 10:00 A.M.

PAGES 3–13 OF THIS REQUEST FOR BIDS CONTAIN GENERAL INFORMATION FOR THE REQUEST NUMBER REFERRED TO ABOVE. NOT ALL THE INFORMATION CONTAINED IN PAGES 3–13 MAY BE APPLICABLE FOR EVERY PURCHASE. BID SPECIFICS FOLLOW PAGE 13.

2. INVITATION TO BID:

Weld County requests bids for the purchase of the above-listed construction services. Bids shall include all charges for freight, delivery, containers, packaging, less all taxes and discounts, and shall, in every way, be the total net price the bidder will expect the Weld County to pay if awarded the bid.

You can find bid information on the Weld County Purchasing website at http://www.co.weld.co.us/Departments/Purchasing/index.html located under Current Request for Bids. Weld County Government is a member of the Rocky Mountain E-Purchasing System. The Rocky Mountain E-Purchasing System (BidNet®) is an on-line notification system that is being utilized by multiple governmental entities. Participating entities post their bids, quotes, proposals, addendums, and awards on this one centralized system.
Bid Delivery to Weld County:

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, #107 Greeley, CO 80631.

Please call Purchasing at 970-336-7225 if you have any questions.

3. INSTRUCTIONS TO BIDDERS: INTRODUCTORY INFORMATION

Bids shall be typewritten or written in ink on forms prepared by Weld County. 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 Weld County, satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished. All corrections shall be initialed by the person signing the bid. All bidders shall agree to comply with all 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 Weld County; 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 Purchasing Department for the premature opening of a bid not properly addressed and identified.

Weld County reserves the right to reject any 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.

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, and in the Project Special Provisions.

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

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 Project Engineer for an interpretation thereof. Interpretations will be made only by Addenda, duly issued, and copies of each Addendum will be made readily available at the same source as the other bid documents by the Purchasing Department. Unless approved by the Project Engineer, 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 opening 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 Purchasing Department can 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 bidder whose Bid compares favorably upon evaluation with other Bids. Weld County intends to award the Contract to the Bidder within the limits of funds available and to best serve its interests. Weld 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, if requested by the Project Engineer. The use of Subcontractors listed by the Bidder and accepted by Weld 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, or as requested by the Project Engineer.

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. 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 Weld County may reject all Bids or call for other Bids.

In submitting the bid, the bidder agrees that the signed bid submitted, all the documents of the Request for Bid 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 bid.

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 within 10 (ten) calendar days of the Notice of Award.

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 cash allowances named in the Bid Documents.

7. SITE CONDITIONS

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

Nature and location of the site where the Work is to be performed.

Character, quality, and quantity of surface and subsurface materials, water, structures and utilities to be encountered.

Character of construction equipment and facilities needed for performance of the Work.

General local conditions.

Availability of lands as set forth in the General Conditions.

Access to the Site: The Bidder shall carefully review the Drawings and the Project Special Provisions 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 Weld 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 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 Weld 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
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 Weld 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
successful bidder fails to comply with any requirement of this provision or of C.R.S. §8-17.5-101 et seq.,
County, may terminate this Agreement for breach, and if so terminated, successful bidder shall be liable for
actual and consequential damages.

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

9. GENERAL PROVISIONS

A. Fund Availability: Financial obligations of 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. Confidential Information: Confidential financial information of the bidder should be transmitted
separately from the main bid submittal, clearly denoting in red on the financial 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., regarding public records, and cannot
guarantee the confidentiality of all documents.

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 regarding 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 Weld County may result in Weld 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 Weld County and shall continue through and until successful bidder’s completion of the responsibilities described in the Bid.

L. **Termination:** Weld 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 Weld County for such additional services. Accordingly, no claim that Weld County has been unjustly enriched by any additional services, whether there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder. In the event written authorization and acknowledgment by Weld 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 Weld County has entered into this Agreement in reliance upon the reputation and expertise of the successful bidder. The successful bidder shall not enter into any subcontractor agreements for the completion of this Project without Weld County’s prior written consent, which may be withheld in Weld County’s sole discretion. Weld 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 Weld County has an objection, in its reasonable discretion, shall be assigned to the Project. The successful bidder shall require each subcontractor, as approved by Weld 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 Weld County. Weld 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 Weld County’s final 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 Weld County. Any attempts by the successful bidder to assign or transfer its rights hereunder without such prior approval by Weld County shall, at the option of Weld 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 Weld 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 non-exclusive, and Weld 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. Weld County has no interest and shall not acquire any interest direct or indirect, that would in any manner or degree interfere with the performance of the successful bidder’s services and the successful bidder shall not employ any person having such known interests. During the term of this Agreement, the successful bidder shall not engage in any in any business or personal activities or practices or maintain any relationships which 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 Weld 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 Weld County Board, committee or hold any such position which either by rule, practice or action nomi nates, 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**: Not applicable.

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

W. **Compensation Amount**: Upon the successful bidder’s successful completion of the construction of the Project, and Weld County’s acceptance of the same, Weld County agrees to pay an amount no greater than the amount of the accepted bid. The successful bidder acknowledges no payment above that amount will be made by Weld 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. Weld 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 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 be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Weld County Director of General Services by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If any policy is above 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 coverage 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 enough 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 its failure to obtain or maintain insurance in enough 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 Weld 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 Weld 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 Weld County. A failure to comply with this provision shall result in Weld County’s right to immediately terminate this Agreement.

Types of Insurance: The successful bidder/Contract Professional shall obtain, and maintain 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 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 Weld 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 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 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
- $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 Weld County property and elsewhere, for vehicles owned, hired, and non-owned vehicles used in the performance of this Contract.

**Builder’s Risk Insurance or Installation Floater – Completed Value Basis:**
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, Builder’s 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, compromising 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 the site.

B. Such Builder’s 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 Weld County’s has insurable interest in the property covered, whichever is later.

C. The Builder’s Risk Insurance shall include interests of Weld County and if applicable, affiliated or associated entities, the General Contractor, subcontractors, and sub-tier contractors in the Project.

D. The Builder’s Risk Insurance shall be written on a Special Covered Clause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal including demolition, increased cost of construction, engineer’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 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, etc.

Additional Provisions:

Policies for all general liability, excess/umbrella liability, liquor liability and pollution liability must provide the following:

i. If any aggregate limit is reduced by twenty-five percent (25%) or more by paid or reserved claims, Successful bidder shall notify Weld County within ten (10) days and reinstate the aggregates required;

ii. Unlimited defense costs above policy limits;

iii. Contractual liability covering the indemnification provisions of this Agreement;

iv. A severability of interest provision;

v. Waiver of exclusion for lawsuits by one insured against another;

vi. A provision that coverage is primary; and

vii. A provision that coverage is non-contributory with other coverage or self-insurance provided by Weld County.

For 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 Weld County, whichever is earliest.

Successful bidders/Contract Professionals shall secure and deliver to Weld 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 Request.

Proof of Insurance: Weld 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.

Additional Insureds: For general liability, excess/umbrella liability, pollution legal liability, liquor liability, and inland marine, successful bidder/Contract Professional’s insurer shall name Weld County as additionally insured.
Waiver of Subrogation: For all coverages, Successful bidder/Contract Professional’s insurer shall waive subrogation rights against Weld County.

Subcontractors: All subcontractors, sub-contractors, 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 coverage 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 Weld County.
Bid Proposal for: WCR 17/54 ROUNDABOUT PROJECT

CONTRACTOR SELECTION CRITERIA AND METHOD

Construction bids will be evaluated on the following criteria. These criteria will be the basis for review and ranking of the submitted bids. The criteria and associated scoring will be determined based on information submitted by the bidder. The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating. The lowest possible score is 30 and the highest possible score is 150. In the event of two or more very close scores, County staff may elect to interview the competing Contractors prior to making a final recommendation for award.

Criteria 1: Experience and Performance on Similar Projects
Weighting Factor 1: 5.0
Standard 1: The information provided by the bidder shows a clear understanding of the project objectives and a proven track record of experience and successful completion of similar projects, with no unjustifiable change orders or claims against the owner.

Criteria 2: Ability to Meet the Project Schedule
Weighting Factor 2: 5.0
Standard 2: The information provided by the bidder shows that adequate resources (labor, materials, and equipment) can be provided as necessary to complete the work in the timeframe available and respond in a timely manner to problems which may arise.

Criteria 3: Familiarity with the Work Area
Weighting Factor 3: 5.0
Standard 3: The information provided by the bidder shows a familiarity with the area in which the work will take place. The location of the bidder’s office and equipment storage yards in relation to the project location will also be considered.

Criteria 4: Cost
Weighting Factor 4: 15.0
Standard 4: The proposed cost formally submitted in the Bid Schedule is reasonable and competitive with the other bidders, and with the Engineer’s Estimate. The most reasonable/realistic cost as determined by the County will receive the best score.

CONTRACTOR SUBMITTAL REQUIREMENTS

- Qualifications of your company staff and your proposed subcontractor’s staff that will be working on the project.
- A list and information describing similar projects successfully completed in the last five years.
- Provide information and suggestions on how your company can meet the proposed construction schedule.
- Provide information describing your company and your staff familiarity with the work area.
- Provide references from at least three other similar projects which your company has completed.
- Limit the total length of the proposal documents described above to 20 pages.
- Provide a total of five hard copies of all bid/proposal documents, and one electronic (PDF) copy on a disk or thumb-drive.

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 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 a Certificate 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, 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 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 Provisions after the issuance of the Notice to Proceed.

EXECUTION OF DOCUMENTS

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

METHOD OF AWARD

Weld County 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 that Bids shall be awarded and that should the cost of the Bid exceed budgeted funds, Weld County 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 Project 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.
<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>Removal of Pipe</td>
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<td>Utility Potholing</td>
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<td>Sweeping (with Pick-Up Broom)</td>
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<td>Aggregate Bag</td>
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<td>Concrete Washout Structure</td>
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<td>Vehicle Tracking Pad</td>
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<td>Sediment Removal/Disposal (Labor)</td>
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<td>Sediment Removal/Disposal (Equipment)</td>
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<td>Reset Mailbox Structure</td>
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<td>Reset Ground Sign</td>
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<td>212</td>
<td>Seeding (Native) (Hand-Raked)</td>
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<td>Biotic Earth Soil Amendment (Hydraulic) (4,500 lbs./acre)</td>
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<td>Seeding (Native) (Drilled)</td>
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<td>Reinforcing Steel</td>
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<td>24 Inch Marmac Coupler Connection</td>
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<td>604</td>
<td>Manhole Slab Base (10-Foot) (5-Foot Diameter)</td>
<td>EACH</td>
<td>1</td>
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<tr>
<td>607</td>
<td>Fence Barbed Wire with Metal Posts</td>
<td>LF</td>
<td>1,852</td>
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<tr>
<td>ITEM NO.</td>
<td>BID SCHEDULE: ITEM DESCRIPTION</td>
<td>UNIT</td>
<td>QUANTITY</td>
<td>UNIT PRICE (DOLLARS)</td>
<td>TOTAL PRICE (DOLLARS)</td>
</tr>
<tr>
<td>---------</td>
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<tr>
<td>607</td>
<td>Fence (Vinyl) (Match Existing)</td>
<td>LF</td>
<td>163</td>
<td>Na</td>
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<tr>
<td>607</td>
<td>50 Foot Barbed Wire Gate (Special)</td>
<td>EACH</td>
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<td>Na</td>
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<td>607</td>
<td>Road Closure Gate</td>
<td>EACH</td>
<td>1</td>
<td>Na</td>
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<tr>
<td>609</td>
<td>Curb Type 2 (Section B)</td>
<td>LF</td>
<td>314</td>
<td>Na</td>
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<td>609</td>
<td>Curb Type 2 (Section M)</td>
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<td>408</td>
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<td>609</td>
<td>Curb and Gutter Type 2 (Section I-B)</td>
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<td>2,773</td>
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<td>1,768</td>
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<td>Concrete Apron Curb and Gutter to Grouted Riprap</td>
<td>EACH</td>
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<td>Na</td>
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<tr>
<td>612</td>
<td>Delineator (Flexible) (Surface Mounted) (Carsonite)</td>
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<td>Delineator (Flexible) (Type I) (Carsonite)</td>
<td>EACH</td>
<td>41</td>
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<td>Delineator (Flexible) (Type II) (Carsonite)</td>
<td>EACH</td>
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<td>614</td>
<td>Sign Panel (Class I)</td>
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<td>212</td>
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<tr>
<td>614</td>
<td>Sign Panel (Class II)</td>
<td>SF</td>
<td>308</td>
<td>Na</td>
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<tr>
<td>614</td>
<td>Steel Sign Post (2&quot; x 2&quot; Tubing)</td>
<td>LF</td>
<td>834</td>
<td>Na</td>
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<td>Steel Flow Restrictor Plate</td>
<td>EACH</td>
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<td>615</td>
<td>Steel Water Quality Plate</td>
<td>EACH</td>
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<td>Na</td>
<td>1</td>
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<td>616</td>
<td>Steel Trash Guard</td>
<td>EACH</td>
<td>1</td>
<td>Na</td>
<td>1</td>
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<tr>
<td>620</td>
<td>Field Office (Class 2)</td>
<td>EACH</td>
<td>1</td>
<td>Na</td>
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<td>ITEM NO.</td>
<td>BID SCHEDULE: ITEM DESCRIPTION</td>
<td>UNIT</td>
<td>BID QUANTITY</td>
<td>UNIT PRICE (DOLLARS)</td>
<td>TOTAL PRICE (DOLLARS)</td>
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<tr>
<td>620</td>
<td>Sanitary Facility</td>
<td>EACH</td>
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<td>621</td>
<td>Gravel Turn-Around (CIP)</td>
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<td>625</td>
<td>Construction Surveying</td>
<td>LS</td>
<td>1</td>
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<td>626</td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
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<td>627</td>
<td>Epoxy Pavement Marking</td>
<td>GAL</td>
<td>257</td>
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<td>Thermoplastic Pavement Marking</td>
<td>SF</td>
<td>964</td>
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<tr>
<td>630</td>
<td>Flagging</td>
<td>HOUR</td>
<td>1,000</td>
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<tr>
<td>630</td>
<td>Traffic Control Supervisor</td>
<td>DAY</td>
<td>40</td>
<td></td>
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</tr>
<tr>
<td>630</td>
<td>Traffic Control Inspector</td>
<td>DAY</td>
<td>120</td>
<td></td>
<td></td>
</tr>
<tr>
<td>630</td>
<td>Traffic Control Signage</td>
<td>LS</td>
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<tr>
<td>*700</td>
<td>Force Account Minor Contract Revisions</td>
<td>F/A</td>
<td>1</td>
<td>$500,000.00</td>
<td>$500,000.00</td>
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<tr>
<td>*700</td>
<td>Force Account Subsurface Utility Engineering (S.U.E.)</td>
<td>F/A</td>
<td>1</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
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<td>*700</td>
<td>Force Account Erosion Control</td>
<td>F/A</td>
<td>1</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
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</table>

*NOTE: INCLUDE ALL FORCE ACCOUNT ITEMS IN TOTAL BID AMOUNT.

Total Bid (Dollars): $
NOTE: The following are items of work to be completed by Weld County:

- Materials Quality Acceptance Testing
- Construction Inspection

RECEIPT OF ADDENSA

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 conditions, specifications and special provisions set forth in the request for proposal for Request No. #B2000039.
2. The quotations set forth herein are exclusive of any federal excise taxes and all other state and local taxes. Weld County is exempt from Colorado sales tax (exemption number 98-03551-0000).
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 documents of the Request for Proposal contained herein, 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.

FIRM ____________________________ BY ____________________________

(Please print)

MAILING ADDRESS ____________________________ DATE ______________

CITY, STATE, ZIP CODE ____________________________

TELEPHONE NO ____________________________ TAX ID #____________________

SIGNATURE __________________________________________

E-MAIL ADDRESS __________________________________________
BID BOND

PROJECT: WCR17/54 ROUNDABOUT

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 __________, 2020 for the WCR17/54 ROUNDABOUT 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 ________________, 2020 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 ________________________________

ATTEST: ________________________________

Address ________________________________

By: ________________________________
BID BOND 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.
Form W-9
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/ESTATE

Exempt only code (if any)

Exemption from FATCA reporting code (if any)

Limited liability company. Enter the tax classification (C-Corporation, S-Corporation, P-Partnership)

Other (see instructions)

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

City, state, and ZIP code

Requestor's name and address (optional)

List account number(s) here (optional)

Part I
Taxpayer Identification Number (TIN)

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

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

Social security number

Employer identification number

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 of abandoned property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person

Date

General Instructions

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

Notes. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must see the requester's form if it is substantially similar to this Form W-9.

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on foreign partners' share of effectively connected income from such business. Further, in certain cases, a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.
NOTICE OF AWARD

PROJECT: WCR17/54 ROUNDABOUT

To: __________________________________________

____________________________________________

____________________________________________

Project Description: WCR17/54 ROUNDABOUT

The project in general consists of improvements to the existing WCR 17/54 Intersection, located approximately 2 miles north of the Town of Johnstown, and approximately 4 miles east of Interstate 25. Refer to the Bid Schedule for a list of the bid items and quantities.

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

You are hereby notified that your Bid has been accepted in the amount of $_________ or as shown in the Bid Schedule. You are required by the Instructions to Bidders to execute the Agreement and furnish the required Performance Bond, Payment Bond and Certificates of Insurance within 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) 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 ____________, 2020

Weld County, Colorado, Owner

By: __________________________________________

Michael Bedell, P.E., Senior Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

____________________________________________ (Contractor)

Dated this _________________ day of ______________________, 2020

By: __________________________________________ Title: ______________________________________________
WELD COUNTY AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN WELD COUNTY & (CONTRACTOR)

WCR17/54 ROUNDABOUT

THIS AGREEMENT is made and entered into this _____ day of ______, 2020 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 Contractor, [an individual], [a limited liability partnership] [a limited liability company] [a corporation], who whose address is, hereinafter referred to as “Contractor”.

WHEREAS, the WCR17/54 Intersection needs improvements, (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 the WCR17/54 Intersection, 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. B2000039. The RFB contains all 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 personnel 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 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 that the 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 such termination or because 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, 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
greater than 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 greater than 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 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 31st 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 resulting from 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 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 with the performance of this Agreement, whether such materials are in completed form, shall be considered the property of the County. Contractor shall not make use of such material for purposes other than 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., regarding 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 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 Contractor 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 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 be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Weld County Director of General Services by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If any policy is greater than 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 coverage 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 enough 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 failure to obtain or maintain insurance in enough 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 services, and the coordination of services rendered by the Contractor and shall, without additional compensation, 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 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:**

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

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

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

**Automobile Liability:** Contractor/Contract Professional shall maintain limits of $1,000,000 for bodily injury per person, $1,000,000 for bodily injury for each accident, and $1,000,000 for property damage applicable to all vehicles operating both on County property and elsewhere, for vehicles owned, hired, and non-owned vehicles used in the performance of this Contract.
Builder’s Risk Insurance or Installation Floater – Completed Value Basis:

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, Builder’s 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, compromising 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 the site.

B. Such Builder’s 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 covered, whichever is later.

C. The Builder’s Risk Insurance shall include interests of the County and if applicable, affiliated or associated entities, the General Contractor, subcontractors, and sub-tier contractors in the Project.

D. The Builder’s Risk Insurance shall be written on a Special Covered Clause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal including demolition, increased cost of construction, engineer’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 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, etc.

Additional provisions:

Policies for all general liability, excess/umbrella liability, liquor liability and pollution liability must provide the following:

i. If any aggregate limit is reduced by twenty-five percent (25%) or more by paid or reserved claims, Contractor shall notify County within ten (10) days and reinstate the aggregates required;

ii. Unlimited defense costs greater than excess of policy limits;

iii. Contractual liability covering the indemnification provisions of this Agreement;

iv. A severability of interest provision;

v. Waiver of exclusion for lawsuits by one insured against another;

vi. A provision that coverage is primary; and

vii. A provision that coverage is non-contributory with other coverage or self-insurance provided by the County.

For 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.

Additional Insureds: For general liability, excess/umbrella liability, pollution legal liability, liquor liability, and inland marine, Contractor/Contract Professional’s insurer shall name County as an additional insured.

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

Subcontractors: All subcontractors, sub-contractors, independent Contractors, sub-vendors, suppliers or other entities providing goods or services required by this Agreement shall be subject to the requirements herein and shall procure and maintain the same coverage 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.

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, a representative who shall make 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. 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, with a receipt or acknowledgment required by the sending party.

Either party may change its notice address by written notice to the other.
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 non-exclusive, and County may engage or use other Contractors or persons to perform services of the same or similar nature.

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

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

22. **Employee Financial Interest/Conflict of Interest – C.R.S. §§24-18-201 et seq. and §24-50-507.** The signatories to this Agreement agree that to their knowledge, no employee of Weld County has any personal or beneficial interest whatsoever in the service or property which is the subject matter of this Agreement. County has no interest and shall not acquire any interest direct or indirect, that would in any manner or degree interfere with the performance of Contractor’s services and Contractor shall not employ any person having such known interests. During the term of this Agreement, Contractor shall not engage in any in any business or personal activities or practices or maintain any relationships which 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 this Agreement is 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 who knowingly employs or contracts with an illegal alien to perform work. 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 during 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.** Not applicable.

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

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

**Acknowledgment.** County and Contractor acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms. Both parties further agree that this Agreement, with the attached Exhibits A and B, 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.
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _________ day of ______, 2020.

CONTRACTOR:

______________________________________________

By: ___________________________________________ Date: ______________________________

Name: __________________________________________

Title: __________________________________________

WELD COUNTY:

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

BY: __________________________________________  Mike Freeman, Chair

Deputy Clerk to the Board
PERFORMANCE BOND
(PAGE 1 OF 2)

PROJECT: WCR17/54 ROUNDABOUT

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 a certain Contract with the Owner, dated the ______ day of ____________, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT: WCR17/54 ROUNDABOUT described in the Invitation for Bids, Bid No. B2000039.

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.
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 ________________, 2020.

______________________________________________
Contractor

______________________________________________
(Surety) Secretary

______________________________________________
Witness as to Contractor

______________________________________________
(Address)

______________________________________________
(Address)

ATTEST:

______________________________________________
(Surety) Secretary

______________________________________________
(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: WCR17/54 ROUNDBOAT

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 a certain Contract with the Owner, dated the __________________ day of __________________, 2020,
a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT: WCR17/54 ROUNDBOAT described in the Invitation for Bids, Bid No. B2000039.

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

PROJECT: WCR17/54 ROUNDABOUT

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 ______________________________, 2020.

_________________________________________ Contractor

_________________________________________ (Contractor) Secretary

(SEAL)

_________________________________________ (Witness as to Contractor) ____________________________________________ (Address)

_________________________________________ (Address)

_________________________________________

ATTEST:

_________________________________________ (Surety) Secretary

(SEAL)

_________________________________________ By__________________________________________

Witness as to Surety Attorney-in-Fact

_________________________________________ (Address) ____________________________________________ (Address)

_________________________________________

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

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

PROJECT: WCR17/54 ROUNDABOUT

To: _______________________________ Date: _____________________

______________________________

______________________________

Name of Project:

PROJECT: WCR17/54 ROUNDABOUT described in the Invitation for Bids, Bid No. B2000039.

You are hereby notified to commence Work in accordance with the Agreement dated ________________.

The date of completion of all Work is, therefore ________________.

By _______________________________

Michael Bedell, P.E., 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 ________________, 2020.

By ________________________________

Title ________________________________
CHANGE ORDER NO. 1 (EXAMPLE)

PROJECT: WCR17/54 ROUNDABOUT

Date: ____________________

PROJECT: WCR17/54 ROUNDABOUT described in the Invitation for Bids, Bid No. B2000039.

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: _______________________

Michael Bedell, P.E. (Senior Engineer)
APPROVALS:

CONTRACTOR:

Name: _______________________________ Date: ______________________

Title: _______________________________

WELD COUNTY:

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

BY: _______________________________ Mike Freeman, Chair

Deputy Clerk to the Board

APPROVED AS TO FUNDING: APPROVED AS TO SUBSTANCE:

______________________________ Elected Official or Department Head

Controller

APPROVED AS TO FORM:

______________________________ Director of General Services

County Attorney
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: WCR17/54 ROUNDBOXT

Contractor: ________________________________________________________________

Contract For: Construction as described in the Invitation for Bids No. B2000039. Contract Dated: ______________

This Certificate of Substantial Completion applies to all Work under the Contract Documents except for the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of the County and the Contractor 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 (punch-list). This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items in the list shall be completed or corrected by the Contractor within __14__ days of the above date of Substantial Completion.

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

Owner: __________________________________________________________ Date: ______________

Engineer: _________________________________________________________ Date: ______________

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

PROJECT: WCR17/54 ROUNDABOUT

TO:  Weld County Public Works
     Attn: Michael Bedell, P.E., 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: WCR17/54 ROUNDABOUT described in the Invitation for Bids, Bid No. B2000039.

Contractor:

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 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 costs, including reasonable attorney fees, which they may incur because
of such claims.

________________________________________________________________________
Contractor

By:  

Title:  

Date:  

STATE OF_________________________________________)

) ss.

COUNTY OF______________________________________

The foregoing instrument was acknowledged before me this _______ day of ____________________, 2020,
by____________________________________________________

My commission expires:

Notary Public_________________________________
FINAL LIEN WAIVER (SUBCONTRACTORS)

PROJECT: WCR17/54 ROUNDABOUT

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 Weld, State of ________________________ of which ________________________________________________ is the Owner.

NOW, THEREFORE, this __________ day of ________________________, 2020,

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 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

PROJECT: WCR17/54 ROUNDABOUT

CONTRACTOR: ________________________________ Date: ____________________

______________________________

______________________________

PROJECT: WCR17/54 ROUNDABOUT described in the Bid No. B200039.

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-year guarantee on all work and materials incorporated into this Project. Such guarantee shall begin on the date of this acceptance.

By: ________________________________
   Michael Bedell, P.E., Senior Engineer
   Weld County, Colorado, Owner

ACCEPTANCE OF NOTICE

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

Dated this ______ day of ________________, 2020.

By ________________________________
   (Contractor)

Title ________________________________
The Colorado Department of Transportation 2019 Standard Specifications for Road and Bridge Construction controls construction of this project. The latest revisions to issued Standard Special Provisions (SSP) that modify the Standard Specifications, the CDOT Field Materials Manual and the CDOT Construction Manual are hereby incorporated by reference. The following Project Special Provisions (PSP) supplement and/or modify the Standard Specifications and take precedence over the Standard Specifications and Plans.

Index of Project Special Provisions
Notice to Bidders
Commencement and Completion of Work
Revision of Section 101 – Definitions and Terms
Revision of Section 102 – Bidding Requirements and Conditions
Revision of Section 104 – Scope of Work
Revision of Section 105 – Control of Work
Revision of Section 106 – Control of Material
Revision of Section 107 – Legal Relations and Responsibility to Public
Revision of Section 108 – Prosecution and Progress
Revision of Section 109 – Measurement and Payment
Revision of Section 201 – Clearing and Grubbing
Revision of Section 202 – Removal of Structures and Obstructions
Revision of Section 203 – Excavation and Embankment
Revision of Section 206 – Excavation and Backfill for Pipes
Revision of Section 207 – Topsoil
Revision of Section 208 – Erosion Control
Revision of Section 209 – Watering and Dust Palliatives
Revision of Section 212 – Seeding, Fertilizer, and Soil Conditioner
Revision of Section 216 – Soil Retention Covering
Revision of Section 304 – Aggregate Base Course
Revision of Section 310 – Cement Treated Subgrade
Revision of Section 403 – Hot Mix Asphalt
Revision of Section 412 – Portland Cement Concrete Pavement
Revision of Section 420 – Geosynthetics
Revision of Section 506 – Riprap
Revision of Section 607 – Fences
Revision of Section 615 – Water Quality Control Devices
Revision of Section 616 – Trash Guards
Revision of Section 620 – Field Facilities
Revision of Section 625 – Construction Surveying
Revision of Section 626 – Mobilization
Revision of Section 709 – Reinforcing Steel and Wire Rope
Force Account Items
Traffic Control Plan – General
Utilities Coordination

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NOTICE TO BIDDERS

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

Pursuant to subsections 102.04 and 102.05, it is recommended that bidders on this project review the work site and plan details. Information regarding the project may be obtained from the following authorized representatives.

Michael Bedell, P.E. Senior Engineer
Weld County Public Works Department
1111 H Street
Greeley, CO 80632
Office Phone: 970-304-6496, ext. 3706
Cell Phone: 970-301-0780

Don Dunker, P.E. County Engineer
Weld County Public Works Department
1111 H Street
Greeley, CO 80632
Office Phone: 970-304-6496, ext. 3749
Cell Phone: 970-397-6288

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.

END OF SECTION
COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence work under the Contract as required in the “Notice to Proceed” letter and will complete all work within 160 Calendar Days unless the period for completion is extended otherwise by the County. In addition, the following work schedule conditions shall apply, and the full amount of daily liquidated damages shall apply to all these conditions until the condition is met.

- Full closure of all four legs of the intersection shall be limited to the period of May 4th through August 11th, 2020 unless modified otherwise by the Project Engineer. This period consists of 100 Calendar Days.
- Prior or after the full closure period described above, lane closures utilizing flaggers will be allowed during working hours.

The Contractor’s progress schedule may be a Bar Chart Schedule, shall be updated monthly, and shall be provided to the County for review. Failure to submit a reasonable and current schedule as required may result in the County withholding payment to the Contractor.

Salient features to be shown on the Contractor's progress schedule are:

(1) Mobilization
(2) Traffic Control
(3) Erosion Control
(4) Construction Surveying
(5) Clearing and Grubbing
(6) Removal of Existing Pavement
(7) Excavation and Embankment
(8) Installation of Drainage Items
(9) Aggregate Base Course
(10) Concrete Pavement
(11) Hot Mix Asphalt Pavement
(12) Seeding and Mulching
(13) Striping and Signing

END OF SECTION
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 definitions 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
- Labor Day
- Veterans Day
- Thanksgiving (includes an extra day to replace Martin Luther King Day)
- Christmas (includes an extra day to replace Columbus Day)
- New Year's Eve (to replace Colorado Day)

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.

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 located under Current Request for Bids.

Delete the second paragraph and replace with the following:

**Bid Delivery to Weld County:**

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

**Subsection 102.05 shall include the following:**

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

**END OF 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 only in the event of extraordinary circumstances.

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

1. Discovery of minor amounts of debris (buried or unburied) within the ROW.
2. Existing asphalt thicknesses that are different than expected.
3. Lack of on-site appropriate strength materials, unless quantities vary significantly from expected.
4. Increased costs due to foreseen relocations of utilities and/or oil and gas facilities.
5. Discovery of minor amounts of septic systems, leach fields, or other wastewater infrastructure.
6. Discovery of minor amounts of unknown irrigation facilities or water wells.
7. Unsuitable soils for structural foundations. There is a contingency bid item for this.

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 they could not reasonably work around the condition to avoid additional costs. Each request for a change order relating to a differing site condition shall be accompanied by a statement signed by a qualified employee 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 taken 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. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

Subsection 104.02(e) 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 more than 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 more than 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 more than 10 percent of the original contract amount.
Subsection 104.05 the provisions regarding rights in and use of Materials found on the Work are replaced with the following:

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

Subsection 104.06 shall be revised to include the following:

Any excess soil materials generated from excavation shall become the property of the Contractor and shall be hauled to a disposal site approved by the Inspector. Backfill areas shall be graded such that the final grades are like 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 daily. 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 VECP shall be split equally between the Contractor and Weld County. VECP 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 VECP, the incentive payment shall be calculated as follows:

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

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

Contractor’s total incentive = \(\frac{\text{(net savings)}}{2}\)

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 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 portion of the costs.

END OF SECTION
REVISION OF SECTION 105
CONTROL OF WORK

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

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

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

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

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

Subsection 105.02(f), paragraph 3 shall be revised to include the following:
The contractor shall provide “As-Constructed” drawings prior to final payment. The As-Constructed drawings shall be completed in accordance with 121.2.3 of the CDOT construction manual and CDOT procedural directive 508.1 – professional engineer’s stamp.

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

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

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

The Contractor will not have the option of accepting a price reduction in lieu of producing Material that complies with the Contract Documents. Continued production of non-conforming 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.

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

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

**Subsection 105.07(b)(2) shall be revised as follows:** This Project will have no monetary incentive/disincentive payment associated with HMA Pavement Smoothness. However, the Contractor shall meet all requirements and conditions for Pavement Smoothness Category II (CDOT Tables 105-6 and 105-7).

**Subsection 105.07(b)(2) shall be revised as follows:** This project will have no monetary incentive/disincentive payment associated with PCCP pavement smoothness. However, the contractor shall meet all requirements and conditions for PCCP smoothness category II (CDOT Table 105-08).

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

These specifications, the supplemental specifications, the plans, special provisions, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all.

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

(a) Contract Documents including Exhibits, Addenda, and Appendices
(b) Special Provisions
   i. Weld County Project Special Provisions
   ii. CDOT Standard Special Provisions
(c) CDOT Standard Specifications
(d) Plans
   i. Detailed Plans
   ii. Standard Plans
   iii. Calculated dimensions will govern over scaled dimensions

Notwithstanding the foregoing, in the event of conflicting requirements involving any requirement within the Contract Documents, the County shall have the right to determine, in its sole discretion, which requirement(s) apply.

The Contractor shall 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 any error which they 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 fact that the Contract Documents omit or incorrectly 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 incorrectly 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 105.10 shall be amended to include the following after the first paragraph:

Failure to provide a competent superintendent who is on the jobsite on a consistent basis and who has the authority to act on behalf of the contractor shall result in a progress payment reduction in a daily amount outlined in Section 108.09 – Liquidates Damages Table. The Engineer shall have the sole discretion of determining when and if to assess the payment reduction. If used, the payment deduction shall be documented on a Form 105 – Speed Memo.

Subsection 105.22 shall be revised as follows:

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

Subsection 105.24 is amended as follows:

Delete: The venue for all unresolved disputes with an aggregate value $15,000 or less shall be the County Court for the City and County of Denver.

Replace with: 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

Subsection 105.24(f) is amended as follows:

In the third paragraph delete “the City and County of Denver”

Replace with: “Weld County”

END OF SECTION
REVISION OF SECTION 106
CONTROL OF MATERIAL

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

Subsection 106.05 shall include the following:

This Project will utilize gradation acceptance testing requirements for the HMA. Additional testing (Voids, Lottman) may be performed on samples if test results on gradation and/or asphalt content indicate problems in mix properties. Material will be rejected, or the Project Engineer will require a written corrective action by the Contractor when Percent Air Voids are not within 2.5% - 6.5% or the Lottman susceptibility (CPL-5109 Method B) is less than 75%.

Reduction in testing and sampling in no way relieves contractor of submitting construction method statements, quality control plans or supplying specification materials.

For this project, Contractor process control testing of hot mix asphalt is mandatory and shall be accomplished every day that any HMA placement occurs on the jobsite. Process control testing will include joint densities, asphalt content, specific gravity, in-place density, aggregate moisture, and percent lime.

The attached “REVISION OF SECTION 106 CONFORMITY TO THE CONTRACT OF HOT MIX ASPHALT (LESS THAN 5000 TONS)” document below shall be added to this Project Special Provision.

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 daily. Daily plots of the test results with tonnage represented shall be made on a chart convenient for viewing by the Engineer. All 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.

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<th>SCHEDULE FOR MINIMUM SAMPLING AND TESTING FOR HMA</th>
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<tr>
<td>Asphalt Content</td>
<td>1/500 tons</td>
</tr>
<tr>
<td>Theoretical Maximum Specific Gravity</td>
<td>1/1000 tons, minimum 1/day</td>
</tr>
<tr>
<td>Gradation (2)</td>
<td>1/Day</td>
</tr>
<tr>
<td>In-Place Density</td>
<td>1/500 tons</td>
</tr>
<tr>
<td>Joint Density</td>
<td>1 core/2500 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>
</tr>
<tr>
<td>Percent Lime (3)(4)</td>
<td>1/Day</td>
</tr>
</tbody>
</table>

Notes:
(a) The minimum number of in-place density tests for acceptance will be 5.
(b) 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.
(c) 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.
(d) 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.

END OF SECTION
REVISION OF SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

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.

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

If the project has State or Federal funding, the insurance certificates shall name Weld County and CDOT as additionally insured parties. Depending upon the funding source, it may be necessary to include additional insured parties.

If the project has no State or Federal funding, the insurance certificates shall name Weld County as an additional insured party.

**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 Public Works Right-of-Way Permitting Technician, 970-304-6496.

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

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

The requirements as called out in this subsection will be strictly enforced.
If the area of disturbance for the project is less than one acre, Subsection 107.25(b)(6), paragraph two shall be deleted and replaced with the following:

The Contractor shall record the location of potential pollutants on the plans. Descriptions of the potential pollutants shall be submitted for approval.

If the area of disturbance for the project is less than one acre, Subsection 107.25 (c) shall be deleted and replaced with the following:

A Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP) is required for this project. Unsatisfactory and incomplete erosion control work will be identified in this walkthrough and will be summarized by the Engineer in a punch list.

If the area of disturbance for the project is greater than one acre, Subsection 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
REVISION OF SECTION 108
PROSECUTION AND PROGRESS

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

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

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

In the event, the weekend construction operations involve inspectable work (operations requiring a construction inspector), the Contractor shall provide a credit on the next pay application to the County. The amount credited
shall be $400.00 for the first four hours (four hours minimum) and $100.00 per hour per day thereafter for each Inspector or Engineer required to perform inspections on the inspectable work.

Construction operations shall stop at 5 p.m. the day before the start of the holiday weekend. Construction operations may resume after the holiday weekend has passed. The Contractor shall only make emergency repairs and provide proper protection of the work and the traveling public on the holiday weekend days.

Delete subsection 108.08(a)(2), and replace with the following:

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

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 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 placement site. Tickets will be made available for inspection during placement to the Engineer or Inspector always. 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.

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

<table>
<thead>
<tr>
<th>Time Interval</th>
<th>Reduction 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. Staging areas
5. Additional temporary construction easements if desired by the Contractor
6. Coordination with utility companies
7. 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 original contract amount. No retainage shall be released prior to Final Acceptance, unless otherwise approved by the Project Engineer.

END OF SECTION
REVISION OF SECTION 201
CLEARING AND GRUBBING

Section 201.02 shall be revised as follows:

This work includes removal and disposal of miscellaneous surface debris including; small trees (less than 6” in diameter), tree stumps, bushes, roots, sod, concrete chunks, asphalt chunks, refuse, items identified in the contract plans, and any other vegetation or organics encountered during construction activities that interferes with the work.

The work includes removal of existing and temporary pavement markings as required for construction traffic control and to accomplish the final striping configuration shown in the contract plans.

The work includes removal of all trash, glass, cans, barrels, construction materials, and any other non-organic materials that interferes with the work.

Any dump fees or other fees associated with the work are considered subsidiary to the bid item.

END OF SECTION
REVISION OF SECTION 202
REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Section 202.02 shall be revised to include:

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

The existing asphalt mat varies in thickness. Existing thickness varies from 12” to 16” reported in the project Geotechnical Report. Contractor shall remove asphalt mat in a manner which minimizes contamination of the removed asphalt with the underlying material. The removed asphalt mat shall become the property of the Contractor and shall be either disposed of outside the project site, or used in one or more of the following ways, as determined by the Project Engineer:

(1) Used in embankment construction in accordance with subsection 203.06.
(2) Placed in bottom of fills as approved by the Engineer.
(3) Placed in the sub-grade soft spots as directed by the Engineer.

This work shall include removal and disposal of any cement-treated subsoils encountered during excavation. Any such materials shall be removed by the Contractor and hauled away from the jobsite. The extent of such materials is unknown.

Section 202.11 shall be revised as follows:

The removal of the existing asphalt mat will be measured by the square yard of mat removed to the required depth and accepted.

The plan quantities do not include the reuse of the existing asphalt mat (millings) as described in methods 1 and 2. If the Contractor chooses methods 1 or 2, no adjustments to the embankment quantities will be made.

END OF SECTION
REVISION OF SECTION 203
EXCAVATION AND EMBANKMENT

Section 203.02 shall be revised as follows:

The replacement material for areas of unsuitable materials (muck) excavation shall meet the requirements of Aggregate Base Course (Class 6), unless an alternative material has been approved for use by the Engineer. If the Engineer approves the use of an alternative backfill material, which does not include import to the site, or does not include a material purchase price from a commercial supplier, the Engineer shall negotiate a unit price cost reduction with the Contractor.

Section 203.03 shall be revised as follows:

All embankment material shall consist of material that has been obtained from required excavation or from an approved source. Any embankment material shall have a minimum R-value of 30. The Contractor shall not obtain embankment material, other than that developed from suitable materials excavated on site, or from an approved borrow source without written approval of the Project Inspector. Imported embankment from an approved borrow source which is being delivered to the jobsite shall be field verified by the Project Inspector during the delivery process. **Embankment materials obtained from on-site excavation and imported embankment materials will be paid for at the same unit price bid.**

Section 203.12 shall be revised as follows:

The quantities for Embankment and Unclassified Excavation 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.

Payment for Embankment and Unclassified Excavation shall be full compensation for all work necessary to complete the earthwork to the lines and grades shown 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.

END OF SECTION
REVISION OF SECTION 206
EXCAVATION AND BACKFILL FOR PIPES

Specifications Section 206 shall include the following:

Pipe excavation and bedding material required for all pipes, pipe end sections, and cast-in-place concrete cutoff walls will not be paid separately and shall be included in the work. Compaction, water, pumping, draining, de-watering, forming, 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.

Subsection 206.08 shall include the following:

Pipes located in traffic areas shall be excavated and backfilled within the same working day or covered with traffic rated steel plates during non-working hours.

Subsection 206.09 shall include the following:

Excavations shall not be left open for extended periods of time. Excavations left overnight in non-traffic areas for any reason shall be surrounded by orange plastic construction safety fence. Safety fence used for such purpose will not be measured for payment and shall be included in the work.

Flow-fill mix design shall be submitted to the County for approval prior to any material being delivered to the jobsite. Flow-fill shall be “County Mix” with a compressive strength of at least 1,000 psi. Flow-fill pay quantities will be determined from load tickets and paid for utilizing the flow-fill bid item.

END OF SECTION
REVISION OF SECTION 207
TOPSOIL

Section 207.01 is hereby revised as follows:

This work consists of removing existing on-site topsoil material, stockpiling the existing topsoil material, and later redistributing the stockpiles topsoil material onto the re-graded slopes and disturbed areas 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 or utilized in areas outside of the roadway prism in locations approved by the Engineer.

Subsection 207.02(a) shall be added:

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 one-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 aerobically and naturally processed in such a manner as to maintain a consistent temperature of 140 degrees Fahrenheit 60 degrees Celsius or greater for a period that is long enough to accomplish the following specifications:

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

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

Section 207.04 is hereby revised as follows:

Topsoil will not be re-measured, but payment shall be based on the quantity identified in the bid schedule, unless the quantity of Topsoil is significantly changed during construction by an approved Change Order.

Section 207.05 is hereby revised as follows:

The contract unit prices for Topsoil (stockpile) and Topsoil (place) shall be full compensation for all work necessary to complete the items including removing existing on-site topsoil material, stockpiling the existing topsoil material, haul, load, and redistributing the existing topsoil material onto the re-graded slopes.

**END OF SECTION**
REVISION OF 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:

<table>
<thead>
<tr>
<th>Material</th>
<th>Approval Process</th>
<th>Notes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Erosion Bales (Weed Free)</td>
<td>COC</td>
<td>The Contractor shall provide a transit certificate number, or a copy of the transit certificate as supplied from the producer.</td>
</tr>
<tr>
<td>Silt Fence</td>
<td>COC</td>
<td></td>
</tr>
<tr>
<td>Silt Berm</td>
<td>APL</td>
<td></td>
</tr>
<tr>
<td>Erosion Log (Type 1, Type 2, and Type 3)</td>
<td>COC</td>
<td></td>
</tr>
<tr>
<td>Silt Dikes</td>
<td>COC</td>
<td></td>
</tr>
<tr>
<td>Pre-fabricated Concrete Washout Structures (above ground)</td>
<td>APL</td>
<td></td>
</tr>
<tr>
<td>Pre-fabricated Vehicle Tracking Pad</td>
<td>APL</td>
<td></td>
</tr>
<tr>
<td>Aggregate Bag</td>
<td>COC</td>
<td></td>
</tr>
<tr>
<td>Storm Drain Inlet Protection (Type I, II, and III)</td>
<td>APL</td>
<td></td>
</tr>
</tbody>
</table>

COC = Certificate of Compliance; APL = Approved Product List
The material for control measures shall conform to the following:

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

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

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

<table>
<thead>
<tr>
<th>Property</th>
<th>Wire Fence Supported Requirements</th>
<th>Self-Supported Requirements Geotextile Elongation &lt;50%</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:
(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 ⅛ to ⅜ inch and contain the compost-wood chip material while not limiting water infiltration.

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

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

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

<table>
<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</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</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</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 208-1
Dimensions of Erosion Logs
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>
<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>

<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.

(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.

(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.
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 tracking 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>

(n) **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:

<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 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.

(b) **Erosion and Sediment Control Activities.** The erosion and sediment control activities shall be included in the weekly meeting update. The project schedule shall specifically indicate the sequence of clearing and grubbing, earthwork operations, and construction of temporary and permanent erosion control features and stabilization. The project schedule shall include erosion and sediment control work for haul roads, borrow pits, storage and asphalt or concrete batch sites, and all areas within the project limits. If during construction the Contractor proposes changes which 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.

(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, if all 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 CDPHE a written report
containing the information requested within five working days after becoming aware of the
following circumstances:

PSP36
(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.

The written report shall also be provided to the Engineer and a copy shall be placed in the SWMP notebook.

(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:

(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 or roadway 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. **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 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. 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 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 are 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 like 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 they are 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 ⅔ 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 ⅔ 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 not paid for separately.

(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.

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

(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 are 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 per finding 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 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. The cost for utilizing a third-party to complete the corrective work will be deducted from the month’s pay application. If only the retainage release pay application is left to close out the project, the cost of corrective work will be deducted from the retainage release payment. If the retainage release payment does not cover the cost of the corrective work, the Contractor will be invoiced for the outstanding balance. The project acceptance and warranty period will not start until the Contractor has reimbursed the County for the entire cost of the corrective work. Failure by the Contractor to perform corrective work shall be grounds for withholding progress payments.
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. The cost for utilizing a third-party to complete the corrective work will be deducted from the month’s pay application. If only the retainage release pay application is left to close out the project, the cost of corrective work will be deducted from the retainage release payment. If the retainage release payment does not cover the cost of the corrective work, the Contractor will be invoiced for the outstanding balance. The project acceptance and warranty period will not start until the Contractor has reimbursed the County for the entire cost of the corrective work. Failure by the Contractor to perform corrective work shall be grounds for withholding progress payments.

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.

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. The cost for utilizing a third-party to complete the corrective work will be deducted from the month’s pay application. If only the retainage release pay application is left to close out the project, the cost of corrective work will be deducted from the retainage release payment. If the retainage release payment does not cover the cost of the corrective work, the Contractor will be invoiced for the outstanding balance. The project acceptance and warranty period will not start until the Contractor has reimbursed the County for the entire cost of the corrective work. Failure by the Contractor to perform corrective work shall be grounds for withholding progress payments.

(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 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:
   (i) Methodology to protect water quality until each deferred Finding is corrected and accepted
   (ii) Milestones to measure progress toward completion
   (iii) Additional control measures to be implemented until each deferred Finding is corrected and accepted
   (iv) 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) (_____ Inch) (_____)</td>
<td>Linear Foot</td>
</tr>
<tr>
<td>Erosion Log (Type 3) (_____ Inch) (_____)</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>
</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
REVISION OF SECTION 209
WATERING AND DUST PALLIATIVES

Section 209.01 shall be revised as follows:

Application of dust palliative to detour roadways (gravel surfaced) must be completed prior to detouring traffic onto those roadways.

Section 209.02 shall be revised as follows:

The Contractor is responsible for obtaining a legal source for water to complete the work as specified in the Contract Documents, including any necessary permits or fees.

Sections 209.07 and 209.08 shall be revised as follows:

The Contractor shall furnish and apply a dust palliative on portions of detour roadways and on haul roads at the locations identified by the County.

Dust palliative shall consist of water. Application of dust palliative shall be done with acceptable sprinkling equipment at an appropriate rate as approved by the County.

Water required for all work covered under the Contract will not be measured and paid for separately but shall be incidental to the work.

END OF SECTION
REVISION OF SECTION 212
SEEDING, FERTILIZER, SOIL CONDITIONER, AND SODDING

Section 212.02 is hereby revised as follows:
Bid Item 212 – Biotic Earth Soil Amendment (Hydraulic) (4,500 lbs./acre) shall be applied one-half inches thick over all drill seeded areas. The material supplied shall be Verdyol Biotic Earth Black hydraulic growth medium or approved equal.

END OF SECTION
REVISION OF SECTION 216
SOIL RETENTION COVERING

Section 216.01 is hereby revised as follows:
This work consists of furnishing, preparing, applying, placing, and securing soil retention blankets for erosion control on roadway ditches, slopes, and channels as designated in the Plans. The County has hereby specified that the Soil Retention Blanket supplied for this Project shall be Landlok CS2, unless an approved equal product is reviewed and recommended by the Project Engineer. The County has hereby specified that the Turf Reinforcement Mat supplied for this Project shall be Landlok 450, unless an approved equal product is reviewed and recommended by the Project Engineer.

Section 216.06 is hereby revised as follows:
The Contractor shall maintain the soil retention coverings until all work on the Contract has been completed and accepted. Maintenance shall consist of the repair of areas where damage is due to the Contractor’s operations. Maintenance shall be performed at the Contractor’s expense. Repair of those areas damaged by causes not attributable to the Contractor’s operations shall be repaired by the Contractor and will be paid for at the contract unit price. Areas shall be repaired to reestablish the condition and grade of the soil and seeding prior to application of the covering.

Section 216.07 is hereby revised as follows:
Soil retention coverings, including staples, complete in place and accepted, will be measured by the square yard of finished surface. Allowance will not be made for overlap.

END OF SECTION
REVISION OF SECTION 304
AGGREGATE BASE COURSE

Section 304.01 shall include the following:

This work consists of furnishing aggregate base course (Class 6) under the pavement, as shouldering material adjacent to the edge of pavement, and as surface material on the existing gravel driveways. Pavement section design states that the material shall have a minimum R-Value of 69. The Contractor shall provide materials testing data showing the material meets this requirement before any material is delivered to the jobsite. Commercial mineral fillers will not be allowed in the Aggregate Base Course (Class 6).

Section 304.04 shall include the following:

A device capable of placing the shouldering material in its final position shall be used. The shouldering device is subject to approval by the Inspector. Dumping of shouldering material on the pavement and moving it into place using a road grader will not be permitted.

Section 304.06 shall include the following:

Shouldering material shall be compacted initially after placement with approved rubber-tired equipment. Shouldering material shall be wetted to achieve proper moisture content and shall achieve a compacted density of at least 90% of the modified proctor maximum density value.

Section 304.07 shall be revised as follows:

The Contractor shall be aware that the plan quantities are based upon unit weight and in-place density, as described in the Plans. The Contractor’s bid unit cost shall account for differing unit weights he intends to furnish 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.

END OF SECTION
Section 310 is hereby added to the Standard Specifications as follows:

**DESCRIPTION**

310.01 This work is specified as a total processed depth up to 12 inches, with 5% cement content. This work consists of mixing and blending the existing subgrade, along with Cement, to the specified depth, grading and compacting the mixed material, in accordance with and at locations as shown in the Plans.

**CONSTRUCTION REQUIREMENTS**

310.02 The existing subgrade shall be mixed to the specified depth as shown on the plans and in the Plans or as directed by the Engineer, with a self-propelled rotary type mixing machine. The mixing machine shall make as many passes as required to uniformly mix the subgrade materials, cement, existing base or combination thereof to the required thickness. Mixing of the different materials shall create a homogenous mixture. When the addition of water is necessary for initial compaction purposes, unless otherwise approved by the Engineer, it shall be added through the mixing machine with the capability to uniformly distribute water through the mixed materials to within 2 percent of the optimum moisture as determined in accordance with Section 203.

When proper mixing has been accomplished, the mixture shall then be bladed, shaped, wetted or dried, and rolled to meet a minimum of 95 percent of the maximum dry density determined in accordance with Section 203. Grading equipment used to establish the final surface elevations shall have automatic controls for transverse slope. The transverse slope controls shall maintain the final surface within 0.1 percent of the specified slope. Variations from the subgrade plane shall not be more than \( \frac{1}{4} \) inch. The work shall be maintained and tested for conformance to these requirements immediately prior to placing additional pavement section layers. Compaction will be measured for the top 8-inch lift of reclaimed materials, and if appropriate for any lift below the top 8-inch lift. Density testing and materials acceptance will apply to each lift of 8 inches or less that is reclaimed and placed on the project.

**Finishing:** As compaction nears completion, the surface of the Cement Treated Subgrade shall be shaped to the specified lines and grades as per the subgrade surface provided to be used in the on-board GPS system, or as directed by the Inspector. Final surface compaction shall then continue, utilizing a vibratory smooth steel-drum roller. Compaction and finishing shall be done in a manner as to produce a dense surface free of compaction planes, cracks, ridges, or loose material. All finishing operations shall be completed within 4 hours from the start of mixing.

**Curing:** Finished Cement Treated Subgrade surfaces shall be protected from traffic and construction equipment for a period enough to ensure the finished surface has adequate strength to support traffic. The finished surface shall be moist-cured with a fog-type sprayer twice per day, for a period of three days. At the end of 3 days, the surface shall be micro-cracked utilizing a vibratory smooth steel-drum roller.

**Inspection and Testing:** After the subgrade has been stabilized, the Contractor shall perform proof rolling in accordance with Section 203. 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 chemical stabilization work has been completed, unless otherwise approved by the Engineer.

**Mixing:** Material shall not be mixed when the existing soil is frozen, over-saturated, or when the air temperature is below 40 degrees. Mixing shall begin as soon as possible after the cement has been spread and shall continue until a uniform mixture is produce to the depth specified. Unmixed cement materials shall not
be left exposed overnight. Moisture and Compaction Control: The entire operation of cement spreading, water application, and mixing shall result in a uniform soil/aggregate, cement, and water mixture to the full design depth and width. The moisture content of the mixture at the start of compaction shall be at the optimum moisture content as determined in accordance with AASHTO T99. CMS material shall be uniformly compacted to a minimum of 95% of maximum dry density using the nuclear density method.

Surveying Coordination: Contractor’s Surveyor shall coordinate with the engineer to remove and reset the existing section corners, per State Statutes. Section corners within the work limits must be removed prior to performing the work to avoid duplicate monuments.

Mobilizations and Protection of Completed Embankment: The Contractor shall plan on a minimum of four (4) separate equipment mobilizations associated with this work item. The reason being that multiple mobilizations will be required to protect completed embankment from degradation, erosion, and saturation due to wet weather conditions. The Contractor shall make efforts to perform and complete this work item in a timely manner as soon after an embankment area has been completed and accepted by the Project Inspector.

METHOD OF MEASUREMENT

310.03 Cement Treated Subgrade will be measured by the cubic yards of roadway treated, completed and accepted.

APPLICATION OF TYPE I/II CEMENT

Cement Ratios are as follows: 12” Minimum Depth at 5% by volume.

EQUIPMENT

Cement Proportioning: The cement spreader for in-place mixing shall be capable of uniformly distributing the cement at the specified rate. The Contractor will be required to provide certified load tickets for the cement delivered to the site. Cement may be added in a dry or slurry form. If applied in a slurry form, the slurry mixer and spreading equipment shall be capable of completely dispersing the cement and water and maintaining uniform, consistent slurry without separation throughout the slurry placement. Application of Water: Water may be applied through the mixer or with water trucks equipped with pressure-spray bars.

Compaction: The processed material shall be compacted with a large sheep-foot roller of enough size to compact the full depth of processed material to the density required.

Other: Excess material removed to achieve design grades may be wasted in the roadway gravel shoulder limits or shall otherwise become the property of the contractor and shall be hauled away and disposed of properly. Contractor’s Surveyor will perform routine grade checks of subgrade surface. Grade checks will be performed in time to allow for reworking of surface if operations failed to achieve design grades.

METHOD OF MEASUREMENT

Stabilized subgrade will be measured by the square yard completed and accepted (neat line). Portland Cement will be measured by the delivery tickets (Ton), not to exceed plan quantity. Payment shall include all processing material, mixing, compaction, and any materials used in curing.

END OF SECTION
REVISION OF SECTION 403
HOT MIX ASPHALT

Section 403.02 of the Standard Specifications is hereby revised for this project as follows:

Bid Item 403 – Hot Mix Asphalt (Grading S) (100) (PG64-22) mix design may contain up to a maximum of 20% RAP materials.

Bid Item 403 – Hot Mix Asphalt (Grading SX) (100) (PG64-28) mix design shall not contain any RAP materials.

END OF SECTION
Section 412 of the Standard Specifications is hereby revised for this project as follows:

Section 412.03 shall include the following:

Concrete Pavement (non-colored) shall consist of Class “P” concrete. Concrete Pavement (colored) shall consist of Class “P” concrete. The concrete shall be integrally colored with the required amount of Davis Color per sack of cement, with the color and location as indicated in the Plans. The unit price shall include the entire cost of the installation including; saw cutting, dowel bars, tie bars, keyways, forming, placing, finishing, stamping, texturing, edging, curing, and sealing.

Prior to permanent placement of any colored concrete, the Contractor shall construct a mock-up slab consisting of no less than one cubic yard of material. After initial curing the County shall inspect the sample slab to make sure the color is suitable and uniform. The mock-up slabs will not be measured for payment and shall be considered subsidiary to the other work.

Subsection 412.04 shall include the following:
The maximum allowable amount of Fly Ash shall be 20%. Class F Fly Ash shall be used. Cement shall be Type I-II.

Subsection 412.13(b)(1) shall include the following:
If tie bars are inserted into plastic concrete with a tie bar insertion machine, tie bar location and concrete consolidation shall be subject to the following additional requirements:

Each 2500 linear feet of longitudinal weakened plane joint resulting from the procedure shall have one random location cored where the core intercepts an inserted tie bar. The core shall be six-inch diameter taken in the presence of the Engineer.

If non-consolidated concrete is evident above the inserted tie bar, the Contractor shall cease paving operations and submit a corrective action plan in writing for approval. Correction of the joint and further paving shall take place only after written approval of the corrective action plan has been provided by the Engineer. Additional coring may be required, as directed by the Engineer. Coring operations, including patching, shall be at the Contractor’s expense.

Further failure to consolidate the concrete over the tie-bars will be justification to preclude the use of the automatic tie-bar insertion for the remainder of the project.

Subsection 412.14 shall be revised to include the following:
All references to “curing compound” shall be changed to “curing and sealing compound” for highway use. The “curing and sealing compound” shall be approved by Weld County 14 days prior to use.

METHODS OF MEASUREMENT

412.23 Delete the first paragraph and replace with the following:
The quantities of Concrete Pavement to be paid for under these items will be the number of square yards completed and accepted.
BASIS OF PAYMENT

412.25 shall be added to Section 412:

Concrete Strength for Final Acceptance:

The strength of the concrete will be considered acceptable when the average equivalent 28-day flexural strengths for each lot are above the “Specified Flexural Strength” of 650 psi for both the plan value and lower tolerance limit (Table 105-5). In addition, no individual set (two specimens per subplot) in the lot is 25 psi or more below the equivalent “Specified Flexural Strength.” If any lot or subplot, respectively, fails to meet the above criteria, the lot or subplot will be removed and replaced at no additional cost. ACI 318 cannot be used to dispute acceptance strength results. Evaluation of low concrete strength results will follow CP65 Method B.

Warranty Period and Procedures:

A one-year warranty period shall apply to all Portland Cement Concrete Pavement (PCCP) placed on this project. The warranty period will begin the day which the County issues Final Acceptance of the work. Any PCCP which does not meet the contract specifications, be it through substandard materials or workmanship, shall be removed and replaced at the Contractor’s expense.

The PCCP will be inspected by County staff on a bi-annual basis throughout the duration of the one-year warranty period. If deficiencies are apparent, the County will prepare a warranty letter with a detailed description of the PCCP which will need to be removed and replaced. The County and Contractor will then meet to finalize the list of deficiencies to be addressed, the construction methods to be utilized, and the timing of the warranty work to be completed. In such case that the Contractor refuses to participate in this procedure, after a non-responsive period of 30 days the County shall arrange with a qualified company of their choosing to complete the warranty work, and the Contractor shall be liable for all costs.

The following partial list of PCCP deficiencies will result in the need for removal and replacement of the PCCP:

- Pavement panels containing one or more cracks through the full depth of the panel that result in separating the panel into two or more parts.
- Pavement panels containing excessive honeycombed areas that result in spalling of the PCCP or result in pooling of drainage water.
- Pavement panels which contain any voids greater in depth than one-half of the PCCP total thickness.
- Pavement panels which do not meet the minimum smoothness testing requirements.
- Joints which are spalled over 50% of their length.
- Pavement panels which do not meet the specified grades in the plans or have any areas which drainage water pools on the surface in a depth greater than 0.5 inches.

Any PCCP removed shall be replaced with new PCCP meeting the original project specifications, depth, color, and finish. Any replacement panel shall be tested and verified to obtain adequate strength prior to allowing traffic on it. In the case of PCCP panel replacement associated with the one-year warranty period, and new one-year period shall commence on the date which the replacement panel construction has been completed.

END OF SECTION
REVISION OF SECTION 420
GEOSYNTHETICS

Section 420.01 shall be revised as follows:

This work consists of furnishing and installing geotextile materials, in accordance with these specifications and in conformity with the lines and grades shown on the plans or established. Geotextile (separator) shall be installed where soft or yielding are encountered, as directed by the Project Inspector, and shall be paid for by the square yard (SY) measured in place. Geotextile (reinforcement) shall be installed where soft or yielding subgrade soils are encountered, as directed by the Project Inspector, and shall be paid for by the square yard (SY) measured in place.

Section 420.02 shall be revised as follows:

Geotextile (separator) material shall be Mirafi RS580i or equivalent. The Contractor shall submit material specifications and a sample of the material to the Project Inspector for review prior to delivery to the jobsite.

Geotextile (reinforcement) material shall be Tensar Triax 160 or equivalent. The Contractor shall submit material specifications and a sample of the material to the Project Inspector for review prior to delivery to the jobsite.

Geotextile (filter fabric) material shall be Mirafi FW300 or equivalent. The Contractor shall submit material specifications and a sample of the material to the Project Inspector for review prior to delivery to the jobsite. This material shall be considered subsidiary to the Riprap pay items, as described in the Project Special Provisions Section 506.

The County may choose to have a third-party testing to verify a sample of one or more Geotextile to ensure compliance and products are an equal to those listed. Any delays for this testing shall not require the County to add additional days or remove the cause for liquidated damages charged to the Contractor.

Section 420.03 shall be revised as follows:

Geotextile materials shall be installed per the manufacturer’s recommendations.

END OF SECTION
REVISION OF SECTION 506
RIPRAP

Section 506.07 shall be revised as follows:

The filter fabric shall be Mirafi FW300 or approved equivalent and shall be considered subsidiary to the Riprap pay item. Prior to delivering this material to the jobsite the Contractor shall supply laboratory testing data from the supplier of the filter fabric, for approval by the Project Engineer. Mirafi FW300 has a CBR puncture strength per ASTM D6241 of 1,250 pounds. Any equivalent proposed material shall meet or exceed this puncture strength value, in addition to meeting or exceeding all other associated specification values.

The filter material (Class A) shall be considered subsidiary to the Riprap pay item. Prior to delivering this material to the jobsite, the Contractor shall supply a gradation test result from the supplier, for approval by the Project Engineer.

END OF SECTION
Section 607.03 shall be revised as follows:

The Road Closure Gate shall be manufactured and constructed as shown on the Plans. Contractor shall verify all dimensions and details prior to manufacture of the Road Closure Gate.

The 40 Foot Gate (Special) is intended to match the existing gate which was constructed by the landowner. Prior to construction of this barbed-wire gate, the Contractor shall arrange for a site meeting with the landowner and the Project Engineer to discuss any details and dimensions of the new gate.

END OF SECTION
REVISION OF SECTION 615
WATER CONTROL DEVICES

Section 615.02 shall be revised as follows:

The Water Quality Plate and the Restrictor Plate shall be fabricated as shown on the Plans. Steel plate materials shall be stainless steel of galvanized hot dipped steel.

Section 615.03 shall be revised as follows:

The Water Quality Plate and the Restrictor Plate shall be constructed as shown on the Plans.

END OF SECTION
REVISION OF SECTION 616
TRASH GUARDS

Section 616.03 shall be revised as follows:

The Trash Guard shall be fabricated as shown on the Plans, utilizing material types as described on the Plans.

Section 616.06 shall be revised as follows:

The Trash Guard shall be constructed as shown on the Plans.

END OF SECTION
REVISION OF SECTION 620
FIELD FACILITIES (FIELD OFFICE CLASS 2)

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.

Weld County will only supply the field office trailer. The Contractor shall transport and furnish all other related items in Section 620 and M-620-12, including but not limited to, furniture, printers, telephone service and power. Weld County field office trailer is located at 1111 H Street. Field office trailer shall be moved from 1111 H Street in Greeley by the contractor and brought back to 1111 H Street after the project is completed. Contractor is responsible to return the field office trailer in same or better condition.

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

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

If field office is not set up at the start of construction 5% each day will be deducted from the lump sum bid amount item for the field office.

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.

Sanitary: Sanitary facilities shall be provided as part of the field office. Although these facilities are not required to be dedicated solely to the field office, the sanitary facilities shall be located within 50 feet of the field office and shall be regularly cleaned and maintained as necessary.

Access: The Contractor shall install temporary stairs/landing at each of the entrance doors. These will be provided by the County and installed by the Contractor. The Contractor shall also provide maintenance of the exterior of the office trailer including but not limited to access to the parking area and snow removal.

Office Supplies:
1. One office type color photocopier/laser printer/scanner machine (a multi-purpose desktop printer will not suffice) with separate trays for 8.5” x 11”, 8.5” x 14” and 11” x 17” paper;
2. The copier shall be capable of automatically stapling a minimum of 30 sheets (8.5” x 11”);
3. The copier shall be equipped with a standard 50 sheet document feeder;
4. The copier shall have a minimum resolution of 600 x 600 dpi;
5. The copier shall have a minimum of 256 levels of greyscale and shall have both manual and automatic exposure adjustments;
6. The copier shall have reducing and enlarging ratios between 25% and 400% in 1% increments;
7. The copier shall have the following features as a minimum: auto magnification, auto paper selection, auto tray switch, booklet/magazine copy, center/border erase, document server, rotate sorting, handle up to 10 separate print jobs, and touch screen control panel;
8. The copier shall be capable of copying a minimum of 35 pages per minute;
9. The scanner shall utilize an embedded scanner capable of 52 ipm at 200 dpi;
10. The scanner shall be capable of a minimum scanning resolution of 600 dpi;
11. The scanner shall be capable of scanning to TIFF, JPEG, and PDF formats;
12. The printer shall be capable of printing a minimum of 35 pages per minute;
13. The printer shall be capable of printing at a resolution of up to 600 dpi;
14. This device shall be capable of transmitting the scanned file to multiple email addresses;
15. Toner, parts, service and repairs shall be provided by the Contractor. Repair and maintenance services shall be provided within 5 business days of notification;
16. In the event of theft, the Contractor shall provide a replacement device with 3 business days;
17. The device shall be capable of wireless networking with all offices in the field office;
18. The device shall be capable of scanning documents up to 11” x 17”;
19. The device shall be capable of reducing 11”x17” plan sheets to 8.5”x11” (Letter) and 8.5”x14” (Legal) size.
20. Paper (Letter and Tabloid sizes) shall be provided by the Contractor;
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.

END OF SECTION
Section 625.04 shall be revised as follows:

Contractor's surveyor must establish survey control points prior to beginning of construction and provide a map and list of these control points along with locations and elevations. The Contractor must protect those points, and immediately re-establish any that are damaged or removed during the progress of the project.

Prior to beginning construction, the Contractor's surveyor must stake out all Right-Of-Way corners 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 can 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.
Section 626.01 shall be revised as follows:

The Contractor shall take responsibility to find adequate staging areas 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 to original conditions after construction. The Contractor shall provide erosions and sediment control for all staging areas and shall modify the Erosion and Sediment Control Plans to include staging areas.

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.

END OF SECTION
Delete the second paragraph in Subsection 709.03 and replace with the following:

Dowel bars for transverse joints shall conform to ASTM A934 for fusion-bonded epoxy (FBE) coatings. Dowel bars shall be a solid carbon steel round bar and shall conform to ASTM A615, Grade 60 for the core material. Dowel bars shall be saw-cut with all sharp edges removed. Dowel bars shall be fully encapsulated (coated) with a corrosion resistant, multi-layered FBE applied at a minimum thickness of 20 mils and purple in color. No cold or wet patching will be allowed. Bar size shall be designated on the Plans.

Dowel bar used in the contraction baskets shall meet the requirements described above. Dowels to be used in the baskets shall be prepared for welding. The areas where the dowel will be attached to the basket frame shall be ground and cleaned prior to welding. Burning through the FBE coating on the dowels to weld the dowels to the frames shall not be permitted. After the dowels are welded into the wire frame, the entire wire basket shall be fully coated with a multi-layered FBE applied as above. Wires shall be a minimum of 3/8” thick unless otherwise specified. All wire intersections shall be resistance welded. The dowel bar shall be arc or resistance welded to the basket on alternating ends of the dowel. Tolerances are ±1/4” unless otherwise specified. Baskets shall be manufactured so the dowels are horizontal and parallel to the basket.

END OF SECTION
FORCE ACCOUNT ITEMS

DESCRIPTION

This special provision contains the estimate for force account items included in the Contract. The estimated amounts 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.

<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>1 F/A</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>F/A Subsurface Utility Engineering (S.U.E.)</td>
<td>1 F/A</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>F/A Erosion Control</td>
<td>1 F/A</td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

F/A Minor Contract Revisions – This work consists of minor items 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.

F/A Subsurface Utility Engineering (S.U.E.) – This work consists of procuring the services of a qualified Professional Engineer licensed in the State of Colorado, for the purpose of conducting a subsurface utility investigation of the project area. The purpose is to determine specific existing utility locations and types, as outlined in ASCE 38, meeting Quality Level B requirements. The main goal of this work is to focus on areas at which the construction of new buried irrigation and drainage facilities may conflict with existing buried utilities, as well as to provide information to prevent damages to existing utilities and to minimize safety issues associated with working adjacent to buried utilities. And shall include the construction limits. This work will also consist of the Contractor supplying a qualified Utility Inspector that will have the task of inspecting and coordinating all the utilities construction required for this Project. Prior to the use of this Force Account, the Contractor shall provide a detailed scope of work with proposed hourly compensation costs, for review by the Project Engineer.

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 630.08.

The components of the Traffic Control Plan for this project are included in the following:

1. Subsection 104.04 and Section 630 of the specifications.


All lane closures shall be subject to the approval of the Project Engineer. Each lane closure request shall be made at least 48 hours in advance of the time the lane closure is to be implemented. Lane closures will not be allowed to remain unless being utilized continuously for the purpose for which they were set up.

The Contractor shall coordinate and cooperate fully with the Department, utility owners, and other contractors, to assure adequate and proper traffic control is always provided. Traffic Control Plans shall be submitted to the Department a minimum of two weeks prior to the date which implementation is planned.

The Contractor shall coordinate and cooperate fully with any others providing traffic control for other operations to assure that work or traffic control devices do not interfere with the free flow of traffic except as allowed by the Traffic Control Plan.

Excavations or holes shall be filled in or fenced at the Engineer’s direction when unattended. During non-construction periods (nights, weekends, holidays, etc.), all work shall be adequately protected to insure the safety of vehicular and pedestrian traffic, as detailed in the Contractor’s MHT.

The Contractor is cautioned that all personal vehicle and construction equipment parking will be prohibited where it conflicts with safety, access, or the flow of traffic. The Contractor shall not have construction equipment nor materials in the lanes open to traffic nor parked or stored within the clear zone adjacent to active lanes of travel at any time. Materials or equipment stored within the right-of-way outside of the clear zone shall be as designated by the Contractor and approved by the Engineer. The Contractor’s and employee’s vehicles shall be parked in a safe place away from active traffic and shall not directly access roadways except at designated locations. If required, the Contractor shall provide suitable transportation to and from work sites for personnel.

The Contractor shall submit an MHT, all appropriate Traffic Control Supervisor and Flagger certifications to the Engineer prior to approval of the setting any traffic control device.

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

All personnel vehicle parking is prohibited where it conflicts with safety, access or flow of traffic.

The Contractor shall maintain open communication with the Project Engineer about all aspects of the daily and weekly work schedule.

All construction traffic control devices including signs installed as part of this project shall be installed, as stated in the Traffic Plans and CDOT’s M & S Standards. Construction signing shall be removed unless work is in progress or devices have been left on the job site. This work shall be included in the price of the traffic control.
devices. All portable signs shall be removed at the end of each working day and shall not block or impede other existing traffic control devices, or sidewalks for pedestrians, disabled persons or bicycles.

The Contractor shall equip its construction vehicles with flashing amber lights. Flashing lights on vehicles shall be visible from all directions.

The Contractor shall be required to perform snow removal on both the jobsite area as well as any adjacent roads which have been closed to through traffic by an approved Traffic Control Plan. The Contractor shall also provide a means for County snow plows to either turn-around or drive through the closed roads if necessary, to facilitate our County-wide snow plowing operations.

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

END OF SECTION
UTILITIES COORDINATION

The following table includes contacts that can assist in locating and coordinating with known utilities.

<table>
<thead>
<tr>
<th>UTILITY OWNER / ADDRESS</th>
<th>CONTACT / EMAIL</th>
<th>PHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Little Thompson Water District – Potable Water 835 E. Highway 56 Berthoud, CO 80513</td>
<td>Brad Eaton <a href="mailto:beaton@ltwd.com">beaton@ltwd.com</a></td>
<td>970-532-2096</td>
</tr>
<tr>
<td>Century Link – Phone and Fiber 3702 Automation Way Fort Collins, CO 80525</td>
<td>Robert Rulli <a href="mailto:Robert.rulli@centurylink.com">Robert.rulli@centurylink.com</a></td>
<td>970-490-7503</td>
</tr>
<tr>
<td>Poudre Valley REA – Electric Power P.O. Box 272550 Fort Collins, CO 80527</td>
<td>Ryan Powell <a href="mailto:rpowell@pvrea.coop">rpowell@pvrea.coop</a></td>
<td>970-282-6432</td>
</tr>
<tr>
<td>Xcel Energy – Gas Distribution 1901 E. Horsetooth Road Fort Collins, CO 80525</td>
<td>Al Ermer <a href="mailto:Al.ermer@xcelenergy.com">Al.ermer@xcelenergy.com</a></td>
<td>970-225-7869</td>
</tr>
<tr>
<td>Xcel Energy – Gas Transmission 1123 W. 3rd Avenue Denver, CO 80223</td>
<td>Greg Orticelle <a href="mailto:Gregory.orticelle@xcelenergy.com">Gregory.orticelle@xcelenergy.com</a></td>
<td>303-571-3792</td>
</tr>
<tr>
<td>DCP Midstream – Gas/Oil 1324 North 7th Avenue Greeley, CO 80631</td>
<td>Randy Reinick <a href="mailto:reinick@dcpmidstream.com">reinick@dcpmidstream.com</a></td>
<td>970-539-1701</td>
</tr>
</tbody>
</table>

The Contractor shall coordinate with the Project Engineer and any appropriate utility company to facilitate the installation, placement and relocation of all utilities impacted on this project. It is anticipated that street lights and associated facilities will be constructed by Poudre Valley REA. The Contractor shall coordinate and cooperate with Poudre Valley REA and their work crews to facilitate the construction of the street lights and associated facilities.

The work described in these plans and specifications requires full cooperation between the Contractor and the utility owners in accordance with Subsection 105.11 in conducting their respective operations, so the utility work can be completed with minimum delay to all parties concerned.

The Contractor shall coordinate the work with the owners of the utilities impacted by the work. Coordination with utility owners includes, but is not limited to, staking construction features, providing and periodically updating an accurate construction schedule which includes all utility work elements, providing written notification of upcoming required utility work elements as the construction schedule indicates, allowing the expected number of working days for utilities to complete necessary relocation work, conducting necessary utility coordination meetings, and all other necessary accommodations as directed by the Project Engineer.

Prior to excavating or performing any earthwork operations, the Contractor shall positively locate all potential conflicts with existing underground utilities and proposed construction, as determined by the Contractor according to proposed methods and schedule of construction.

END OF SECTION