

CONTRACT DOCUMENTS

FOR



Pueblo West
C O L O R A D O

Main McCulloch North Trail

2017

OWNER:

PUEBLO WEST METROPOLITAN DISTRICT

109 East Industrial Boulevard

P.O. Box 7005

Pueblo West, Colorado 81007

February 2017

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ADVERTISEMENT FOR BID

“PUEBLO WEST-Main McCulloch North Trail”

Sealed proposals will be received by the PUEBLO WEST METROPOLITAN DISTRICT, Pueblo West, Colorado, until 2:00 P.M. on February 8th 2017 at the Administration office, 109 E. Industrial Boulevard Pueblo West, Colorado. At the above stated time and place, bids will be opened, read aloud and tabulated. Proposals will be acted upon by the District at a later date. Bids must be submitted on the Proposal Form furnished and must be accompanied by a Proposal Guarantee. Bids must be received in a sealed envelope clearly marked with the Bidder’s name, address and labeled “**Main McCulloch North Trail**”. The site of construction is in and around Pueblo West, Co. Plans and Documents can obtained on line through Rocky Mountain E-Purchasing. If you need help registering, please call rocky Mountain E-Purchasing Support Department toll free 1-800-835-4605.

Pueblo West Metropolitan District

Greg Saweikis Purchasing Director

Publish Dates: January 20,21,27,28 and February 3, 4

INSTRUCTION TO BIDDERS

GENERAL: Bidders are requested to carefully study and conform to the provisions of the "instructions" in order that their bid as submitted be regular, complete, and acceptable. Specifications and Plans are on file at the Office of the District Manager of Pueblo West Metropolitan District, (Owner) at 109 E Industrial Boulevard, Pueblo West, Colorado 81007,

PROPOSALS: All proposals must be made on the forms provided herein, and shall be submitted as a part of the entire book of Contract Documents. All proposals must be legibly written in ink or with a typewriter with all prices given in words and figures; the written word shall govern. Each proposal shall be enclosed in a sealed envelope, addressed to Pueblo West Metropolitan District, and endorsed on the outside of the envelope with words designating the work being bid.

PROPOSAL GUARANTEE: Each proposal shall, as a guarantee of good faith on the part of the bidder, be accompanied by a bidder's bond in an amount equal to five percent (5%) of the total amount of the bid as submitted.

The proposal guarantee shall be made payable without condition to Pueblo West Metropolitan District, and may be retained by and forfeited to said District as liquidated damages if such proposal is accepted and the contract is awarded and the bidder fails to enter into contract in the form prescribed within ten (10) days after such award is made by the District.

SCOPE OF WORK: The Contractor shall furnish all equipment, machinery, materials, skill, tools, and labor required to complete prescribed work for installing culverts and constructing a paved bicycle and pedestrian trail.

BID PROPOSAL: In making proposals, bidders shall bid on the entire amount of work shown, or reasonably implied in the Plans and Specifications as the "base bid" and the "Bid Alternate". It is intended that the Contractor shall furnish, complete, in first class condition, and ready for operation, the system covered by this contract.

EXAMINATION OF WORK SITES: Each bidder must satisfy himself fully of the conditions relating to construction and labor under which the work will be performed, and examine the locations of the proposed work, the nature of the existing road conditions, and determine any unusual conditions or hazards to be met in performing the work, and the accuracy of the quantities, as the proposal must cover all contingencies of the work, and the bidder shall not, at any time, thereafter, dispute or complain of the statements or estimates, nor assert that there was any misunderstanding in regard to the nature of, or the amount of work to be done.

INTERPRETATIONS: No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Director of Public Works, 280 E McCulloch Boulevard., Pueblo West, Colorado 81007, and to be given consideration, must be received at least (3) three days prior to the date fixed for the opening of bids.

PAYMENT AND PERFORMANCE BOND: The contractor to whom the work is awarded will be required to furnish both a Labor and Materials Payment bond and a Performance Bond to Pueblo West

Metropolitan District (the Owner) in an amount equal to one-hundred percent (100%) of the contract price. Each bond shall be executed in three counterparts on the form hereto attached, signed by a surety company authorized to do business in the State of Colorado, and acceptable to the Owner. Each copy of the bond filed with the Owner shall be accompanied by a "power of attorney" certified to include the date of the bond. Bond shall be executed on the forms provided as part of these documents, and shall not be a bond form furnished by the Surety Company.

REJECTION OF BIDS: The Owner reserves the right to reject any or all bids, to award the bid that seems best to Pueblo West Metropolitan District, and to waive informalities in bids.

PAYMENTS: Payments for all work performed under the Contract will be made to the contractor, as later described in detail, herein.

WORK COVERED BY THE BID: Bidders must make a bid in accordance with the intentions contained in the Proposal.

MATERIALS, EQUIPMENT FURNISHED BY CONTRACTOR: The Contractor shall furnish all materials and equipment shown or reasonably implied in the plans and specifications. If the Bidder is unclear as to what equipment he shall be held responsible for furnishing, he shall contact the District, in writing, at least three days prior to bid opening. The Bidder shall at no time thereafter have a claim for "misunderstanding" the plans or specifications, and he shall furnish all equipment, as directed by the District, at no additional cost.

BEGINNING AND COMPLETION OF THE WORK: The Contractor shall begin work within **10** calendar days after the date of receipt by the Contractor of the "Notice to Proceed". The work to be performed under this contract shall be completed and ready for acceptance and use on or before the number of calendar days elapsed as stipulated by the Contractor in the Proposal, computed from the date of notice to proceed.

DESCRIPTION OF WORK

Following is a description of all items that will be paid for as a part of this contract. Any work which is shown or reasonably implied in the plans and or specifications, or any work required to complete the facilities in a first-class condition ready for operation, shall be performed by the contractor, even if that work is not specifically called out in any of the following item descriptions:

Bidders shall fill out all line items in all sections of the proposal. Bidders shall submit bids covering all work shown or reasonably implied in the plans and specifications. Any bid that does not cover all work shall be considered improper, and therefore shall be rejected.

In general, the work consists of constructing trail improvements as shown in the plans and specifications. This work includes all labor, materials, and equipment necessary for the complete installation of the items described above and as specified in the Plans and Specifications. The specifications utilized for this project is "Colorado Department of Transportation Standard Specifications for Road and Bridge Construction 2011" and as subsequently revised. The description and basis of payment of individual bid items are as follows:

Bid Item No. 1.

Mobilization, Maintenance, Administration, Demobilization, and Clean Up:

This work generally consists of the mobilization of personnel, equipment, and supplies at the project site in preparation for the work on the project. This item shall also include the establishment of any contractor's offices, buildings, and other facilities necessary to the work and all other costs incurred for labor and operations which must be performed prior to beginning work and all other costs such as administrative reporting, accounting, and testing where reporting to the owner is required of the contractor. Maintenance of the project, including provision of sanitary facilities, providing security and safety, demobilizing and removing ancillary facilities and machinery and cleanup operations following construction, and such additional costs that may not be construed as included in other items of work are also included in the Item No. 1. Payment under this item shall be made as a lump sum cost in accordance with the General Conditions. Costs for this item shall not exceed 10% of the total Bid Price.

Bid Item No. 2.

Traffic Control:

The Contractor shall provide all signs and barricades in accordance to the General Conditions of this Contract. Maintenance of traffic controls shall conform to the provision of the General Conditions of this Contract. A method for handling traffic (MHT) shall be developed and submitted for approval for each phase of construction. No Detours will be allowed.

Only the curb lane will be allowed to be closed and only at times when the work is being performed adjacent to the lane. Payment under this item shall be made as a Lump Sum cost in accordance with the General Conditions. Signs and posts designated for removal and reset shall be removed, cleaned and reset at designated locations, including all work necessary to provide the existing posts with breakaway devices, where required. Payment under these items shall be per each in accordance with the General Conditions.

Bid Item No 3.

Construction Survey Staking:

This work generally consists of surveying and setting of stakes to provide for the correct horizontal and vertical placement of site improvements required to complete this project according to the line and grades shown on the plans. Contractor shall be responsible for providing all stakes and shall replace such stakes as may be required. This work includes all materials and labor necessary for surveying operations described above and as specified in the plans and specifications. Payment under this item shall be made as a Lump Sum cost in accordance with the General Conditions.

Bid Items No 4.

Gravel Aggregate Base Course:

This work generally consists of the construction of the base course to the total thickness as specified in the drawings. Includes 2-inch thick gravel base course under the paved trail and extending under the 4-inch thick gravel path, as well as gravel base course comprising the 4-inch thick gravel path. This work includes all labor, material, equipment, hauling and compaction necessary for construction of the base course as described above and specified in the plans and specifications. Payment under this item shall be by the tons of material in place in accordance with the General Conditions.

Bid Item No 5.

Erosion Control (Permit and Installation of BMP's):

This work generally consists of preparing a Storm Water Management Plan (SWMP) for review and approval by the Pueblo West Metropolitan District Public Works Dept. (contact PWMD PW for checklist), obtaining a "Stormwater Discharge Associated with Construction Permit" from the Colorado Department of Health and Environment and installing and maintaining Best Management Practices (BMP's) according to the SWMP and as specified in the Drawings (Erosion Control Blanket). This work includes all labor, material, and equipment necessary to prepare SWMP, obtain Construction permit and install and maintain BMP's according to the SWMP and as specified in the Drawings (Erosion control Blanket). Payment under this item shall be made as a Lump Sum cost in accordance with the General Conditions.

Bid Items No 6, 7 and 8.

Sidewalk Drain Plate and Attachments:

This work consists of furnish and installing all plates, angles, bars, welding, concrete saw-cutting over existing chase as shown on Sheet GN01 of the drawings. Payment under this item shall be

per each plate assembly in accordance with the General Conditions.

6	Sidewalk Drain Plate and Attachments (3'x8')	Each
7	Sidewalk Drain Plate and Attachments (4'x10')	Each
8	Sidewalk Drain Plate and Attachments (4'x12')	Each

Bid Item No 9.

Remove Existing Flared End Section (FES):

This work shall consist of removal of existing FES as detailed on Sheet SD01 in the Plans and Specifications. This work includes all labor, material, equipment, hauling and proper disposal necessary for the removal of the existing storm facility as described above and specified in the plans and specifications. Payment under this item shall be per each flared end section removed in accordance with the General Conditions.

Bid Item No 10.

Remove Existing Concrete Headwall and Wing Walls:

This work shall consist of removal of existing concrete headwall and wingwalls as detailed on Sheet SD01 in the Plans and Specifications. This work includes all labor, material, equipment, hauling and proper disposal necessary for the removal of the existing storm facility as described above and specified in the plans and specifications. Payment under this item shall be per each concrete headwall structure removed in accordance with the General Conditions.

Bid Item No 11.

Storm Drain Pipe:

This work generally consists of furnishing all labor, equipment, tools and materials necessary to install the 24" Reinforced Concrete Pipe (RCP) as shown on the plans and specifications herein. All work included for RCP shall be in accordance with Colorado Dept. Transportation Specifications Section 603. Installation shall be per plan details.

Bid Item No 12.

Clean Out Box:

This work generally consists of furnishing all labor, equipment, tools and materials necessary to install the work per "Clean Out Box Detail" shown on Sheet SD01 in the drawings. Payment under this item shall be per each clean out box in accordance with the General Conditions.

Bid Item No 13.

Concrete cutoff wall:

This work generally consists of furnishing all labor, equipment, tools and materials necessary to install 6" concrete cutoff wall, as shown on the plans and specified herein. Payment under this item shall be per each wall in accordance with the General Conditions.

Bid Item No 14.

Remove Asphalt Pavement:

This work shall consist of removal of existing asphalt paving as detailed on Sheet PS08 in the

Plans and Specifications. This work includes all labor, material, equipment, saw cutting, hauling and proper disposal necessary for the removal of the existing asphalt as described above and specified in the plans and specifications. Payment under this item shall be per square foot of asphalt removed in accordance with the General Conditions.

Bid Item No 15.

Concrete Pedestrian Ramp (Standard):

This work generally consists of constructing concrete sidewalk pedestrian ramp in accordance with Pueblo West Metropolitan District standard plans and specifications. This work includes all labor, material and equipment necessary for constructing the concrete pedestrian ramp(s) as described above and specified in the plans and specifications. Payment under this item shall be per each pedestrian ramp in accordance with the General Conditions.

Bid Item No 16.

Pedestrian Ramp Tactile Strip:

This work generally consists of installing the Pedestrian Ramp Tactile Strip at the existing concrete pedestrian ramp located on the south side of Industrial Boulevard in accordance with Colorado Department of Transportation standard plans and specifications. This work includes all labor, material and equipment necessary for retrofit installation of the Pedestrian Ramp Tactile Strip as described above and specified in the plans and specifications. Payment under this item shall be per each Pedestrian Ramp Tactile Strip in accordance with the General Conditions.

Bid Item Alternate No. 1

Concrete & Asphalt Paving

This work generally consists of the construction of both concrete and asphalt sections. For sections demarcated asphalt, 3-inch thick asphalt mats should be laid over 6" of compacted base material, complete and in place. For concrete, see description below. Width of paving is shown in the drawings typical paving section and plan. All asphalt paving shall meet CDOT Standards for HMA (Grading Sx) (50) (PG 58-28). This work includes all labor, material, equipment, hauling and tack coat necessary for construction of asphalt mats with 6" aggregate base course as described above and specified in the plans and specifications. Payment under this item shall be by the tons of material in place in accordance with the General Conditions.

Bid Item Alternate No. 2

Concrete Paving Only

This work generally consists of the construction of concrete pavements/walks. This work includes all labor, material, and equipment necessary to complete the exterior cement concrete pavement for all trails (10-foot wide concrete trail paving detailed in the plans and specifications, in addition to all sections marked for asphalt). The concrete paving shall be 4-inches thick and shall meet CDOT Standards specified in "CDOT Standard Specifications for Road and Bridge Construction" Section 412. Payment under this item shall be by the square foot of surface area in place in accordance with the General Conditions.

BID PROPOSAL

BID PROPOSAL OF:

CONTRACTOR

ADDRESS

CITY/ STATE

TO: PUEBLO WEST METROPOLITAN DISTRICT

**PROJECT: MAIN MCCULLOCH NORTH TRAIL
JOE MARTINEZ BLVD. TO INDUSTRIAL BLVD.**

Pursuant to your invitation for bids, the undersigned bidder hereby proposes to furnish all the labor and materials and to perform all the work required for the complete and prompt execution of everything described or shown in or reasonably implied from the Contract Documents, according to the schedule below.

The Bidder has carefully examined the Contract Documents and Specifications and has examined the sites of the work, and informed himself fully in regard to the conditions to be met in the execution of the work.

It is understood that the following quantities of work to be done, as set forth on the Bid Sheet(s) included as an integral part of this Proposal, are approximate only and are intended principally to serve as a guide in evaluating bids.

It is hereby agreed that the grand total price shown on the Bid Sheets as the Total Amount Bid for this Contract per this proposal, may be increased to cover additional work ordered by the Owner, where such work is not shown on the Plans or required by the Specifications, in accordance with the Contract Stipulations. Similarly, the grand total price may be decreased to cover deletion of work so ordered.

It is further agreed that any subsequent change in the work shall not increase nor decrease the sums to be paid under item "Mobilization, Maintenance, Administration, Demobilization, and Cleanup."

It is understood and agreed that time is of the essence and that the Owner reserves the right to reject a Bid in which the number of calendar days stipulated by the Contractor required for the work of this Contract is not amenable to the best interests of the Owner.

The undersigned Bidder hereby proposes and agrees, that if this Proposal is accepted, they will enter into a contract for the construction of the facilities shown and will accept in full payment therefore the prices stated in the following proposal for the various items of work outlined below.

**MAIN MCCULLOCH NORTH TRAIL.
BASE BID**

Item No.	Bid Item	Quantity	Unit	Unit Cost	Total Cost
1.	Mobilization, Maintenance, Administration Demobilization and Cleanup	1	L.S.		
2.	Traffic Control	1	L.S.		
3.	Construction Survey Staking	1	L.S.		
4.	Aggregate Base Course Trail	1252	S.Y.		
5.	Erosion Control	1	L.S.		
6.	Sidewalk Drain Plate (3'x8')	1	EACH		
7.	Sidewalk Drain Plate (4'x10')	1	EACH		
8.	Sidewalk Drain Plate (4'x12')	1	EACH		
9.	Remove Existing Flared End Section (FES):	1	L.S.		
10.	Remove Existing Concrete Headwall & Wing Walls	1	L.F.		
11.	Storm Drain Pipe (RCP 24")	352	L.F.		
12.	Clean Out Box	3	EACH		
13.	Concrete Headwall	1	EACH		
14.	Remove Asphalt Pavement	326	S.F.		
15.	Concrete Pedestrian Ramp (Standard)	1	EACH		
16.	Pedestrian Ramp Tactile Strip	1	EACH		
	Base Bid: \$ _____				

Bid Alternate No. 1

<u>Item No.</u>	<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1	Concrete Paving	1305	S.Y.		
	Asphalt Paving	3805	S.Y.		

Total Base Bid and Bid Alternate No. 1: \$ _____

Written: _____ **Dollars**

Bid Alternate No. 2

1	Concrete Paving only	5110	S.Y.		
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Total Base Bid and Bid Alternate No. 2: \$ _____

Written: _____ **Dollars**

The time of completion of the work, **AFTER GIVEN NOTICE TO PROCEED:**

(60) Calendar Days.

The undersigned bidder hereby agrees to furnish the required bond and enter into contract within ten **(10)** days from the date of the acceptance of this proposal, and agrees to complete the entire work covered by this proposal within the number of calendar days stipulated after date of due notification from Owner instructing him to commence work thereon.

Enclosed herewith is the required Proposal Guarantee, in the amount of at least ten (10) percent of the bid, which the undersigned agrees is to be forfeited to and become the property of the Pueblo West Metropolitan District, Pueblo West, Colorado, as liquidated damages, should this Proposal be accepted and Contract be awarded to him and he fails to enter into a Contract in the form prescribed and to furnish required bonds, on or before the date as above stipulated otherwise the amount shall be returned to the undersigned upon signing of the Contract and delivery of the approved bond to Owner.

Dated this _____ day of _____, 201_.

By _____

Title _____

Address _____

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016 by and between Pueblo West Metropolitan District, Pueblo West, Colorado, "Owner",

and _____ party of the second part, hereinafter termed in the agreement, the "Contractor".

WITNESSETH: That whereas, the Owner, has caused to be prepared in accordance with law, specifications and other documents for the work herein described, and has approved and adopted these documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed proposals for furnishing materials and labor as follows:

Pueblo West Metropolitan District Main McCulloch North Trail (See Plans and Specifications which are a part of the agreement.)

WHEREAS, the Contractor in response to the advertisement has submitted to the Owner in the manner and at the time prescribed, a sealed proposal, in accordance with the terms of this Agreement; and,

WHEREAS, the Owner in the manner prescribed by law, has publicly opened, examined, and canvassed the proposal submitted, and as a result of such canvass has determined and declared the Contractor to be the best bidder for the work outlined above, and has duly awarded to said Contractor, an agreement therefore for the sum or sums named in the proposal attached to and made a part of this contract;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the parties to these presents, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, have agreed and hereby agree, the Contractor for itself, himself, or themselves, its, his or their successors and assigns, or its, his or their executors and administrators, as follows:

ARTICLE 1. That the Contractor will furnish at his own cost and expense, all labor, tools, equipment and materials, except as otherwise specified and furnish and install complete, in a good first-class, and workmanlike manner, the improvements as designated, described and required by the specifications and proposal, all in accordance with the contract documents all of which documents form the Agreement and are fully a part hereof as if repeated verbatim herein, plans, specifications, contract stipulations, advertisement, instruction to bidders, proposal, and other specified documents on file in the office of the District, all of which documents form the agreement, and are fully a part hereof as if repeated verbatim herein, all work to be done under the direct supervision and to the entire satisfaction of the Engineers and the Owner, and in accordance with the laws of the State of Colorado.

The contract documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made part hereof and contract document shall include all of the following:

1. Advertisement for bids
2. Instruction to bidders
3. Description of Work
4. Bid Proposal
5. Agreement
6. Performance Bond
7. Labor and Material Payment Bond
8. Contract Stipulations
9. 2011 CDOT Standard Specifications, Standard Special Provisions and Project Special Provisions.
10. Notice of Award
11. Notice to Proceed
12. Plans
13. Any modification including change orders duly delivered after execution of Agreement.

ARTICLE 2. That the Owner will pay the Contractor for the performance of this contract, and the Contractor will accept in full compensation therefore the prices stipulated in the proposal attached to and made a part hereof, for all work covered by and included in the award of contract enumerated herein in the amount, the total of which is approximately

(\$ _____).

ARTICLE 3. That the Contractor shall begin work within **14** calendar days after the date of receipt by the Contractor of the "Notice to Proceed" and shall complete the entire work covered by this Agreement within the number of calendar days stipulated in the proposal, from and after the "Notice to Proceed."

ARTICLE 4. Liquidated Damages: Owner and Contractor recognize that time is of the essence of this agreement and that Owner will suffer financial loss if the Work is not substantially and finally completed within the time specified in the proposal submitted by the Contractor plus any extensions thereof allowed in accordance with the contract documents. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the work is not substantially completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner stipulated amount outlined in revision of section 108 for each calendar day that expires after the time specified in the proposal submitted by the Contractor for failure to complete the Work until the

Work is complete as defined in the contract documents.

ARTICLE 5. The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101, et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract. The Contractor represents, warrants, and agrees that it (i) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract through participation in the e-verify program or the department program. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101, et seq., the District may terminate this contract for breach of contract, and the Contractor shall be liable for actual and consequential damages to the District. The contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this public contract is being performed.

IN WITNESS WHEREOF, Pueblo West Metropolitan District, Pueblo West, Colorado, Owner, has caused this Agreement to be executed under the authority vested in it by law and said Contractor has executed in three (3) counterparts of this Agreement in the prescribed form and manner, the day and year first above written.

PUEBLO WEST METROPOLITAN DISTRICT

Party of the First Part (Owner)

By _____
Chairman, Board of Directors

Party of the Second Part (Contractor)

By _____

(Title)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto Pueblo West Metropolitan District (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 _____, 20____ for the **Main McCulloch North Trail** as set out in the accompanying Bid; and

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 _____, 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing board.

Principal _____

Address _____

ATTEST:
By: _____

By: _____
Surety: _____
Address: _____

ATTEST: _____
By: _____

INSTRUCTIONS:

1. The full firm name and residence of each individual party to the bond must be inserted in the first paragraph.
2. 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.
3. 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.
4. Power of Attorney must accompany this bond when signed by other than an officer of either the principal or surety.
5. 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.

LABOR AND MATERIAL PAYMENT BOND

THE STATE OF _____)

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF _____)

That we, _____ of the City of _____,

County of _____ and State of _____ (hereinafter

called Contractor) as Principal, and _____ (hereinafter called Surety) as surety, authorized under the laws of the State of Colorado to act as surety on bonds for contractors, are held and firmly bound unto Pueblo West Metropolitan District (hereinafter called Owner) and to all subcontractors, workmen, laborers, mechanics, furnishers of material, and all other persons and organizations entitled to file a claim under the laws and regulations of the State of Colorado, as their interests may appear, all of whom shall have the right to sue upon this bond in the penal sum of

_____ Dollars

(\$_____) in lawful money of the United States of America for payment of which, well and truly made we do hereby bind ourselves and our heirs, executors, administrators, successors, and assigns jointly and severally and firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 201__, entered into a contract with Owner for construction of Pueblo West Metro District _____ which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, including Contractor's obligations under the Contractor's guarantee and warranty, then this obligation shall be null and void; otherwise it shall remain in effect subject, however, to the following conditions:

1. The obligation of Contractor and Surety shall be in accordance with the provisions of laws and regulations of the State of Colorado.
2. A Claimant is defined as one having a direct contract with the Contractor for labor, material or both, used or reasonably required for use in performance of the contract, labor and material being construed to include that part of

equipment directly applicable to the Contract or any other person, corporation or company entitled to file claim under the laws and regulations of the State of Colorado.

3. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of thirty (30) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to formal judgment for such sum or sums as may be justly due claimant, and have execution thereof. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
4. The amount of this bond shall be reduced by and to the extent of any payment or any payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

The Surety waives the right to special notification of any modifications or alterations, omissions or reductions, extra additional work, extensions of time or any other act or acts of Owner for its authorized agents under the terms of the Contract; and failure to notify Surety of such changes shall in no way relieve surety of its obligations.

Signed and sealed this _____ day of _____, 201__.

Contractor as Principal

By _____

Witness

Address

Surety

By _____

Witness

Address

Surety's Telephone No. _____

PERFORMANCE BOND

THE STATE OF _____)

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF _____)

That we _____ of the City of _____

County of _____ and State of _____ (hereinafter called Contractor)

as principal, and _____ (hereinafter called Surety) as surety, authorized under the laws of the State of Colorado to act as surety on bonds for principals, are held and firmly bound unto the Pueblo West Metropolitan District (hereinafter called Owner) as obligee, in the penal sum of

_____ Dollars

(\$ _____) in lawful money of the United States for payment of Contractor and Surety, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 201__, Entered into a contract with Owner for construction of Pueblo West Metro District

_____ which contract is by reference made apart hereof and is hereinafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such that if Contractor shall promptly and faithfully perform said Contract, including Contractor's obligations under the Contractor's guarantee and item specific warranties, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and is declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable

hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by Owner under the Contract and any modifications thereto, less the amount properly paid by Owner to Contractor. Surety shall not utilize Contractor in completing the Contract nor shall Surety accept a bid from Contractor for completion of Work if Owner, when declaring Contractor in default, notifies Surety of Owner's objection to Contractor's further participation in the completion of the Work.

The Surety expressly agrees that Owner may reject any Contractor or Subcontractor (in accordance with the General Conditions and Supplementary Conditions) which may be proposed by Surety in fulfillment of his obligations under 1 or 2 above.

Any suit under this bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

No right or action shall accrue on this bond to or for the use of any person or corporation other than Owner named herein or the successors of Owner.

Surety hereby waives the right to special notification of any modifications of or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts of Owner or its authorized agents under the terms of the Contract; and failure to notify Surety of such changes shall in no way relieve Surety of its obligations.

Signed and sealed this _____ day of _____, 201__.

Contractor as Principal

Witness

By _____

Address

Surety

Witness

By _____

Address

Surety's Telephone No. _____

CONTRACT STIPULATIONS

DEFINITIONS: Whenever any word or expression defined in this article or pronoun used in its stead, occurs in these contract documents, it shall have and is mutually understood to have the meaning herein given:

"Owner", or words, "Party of the First Part," or "District" shall mean the Pueblo West Metropolitan District, Pueblo West, Colorado, acting through its duly authorized agents.

"Engineer" or "Engineers" shall mean the Engineer contracted by the Pueblo West Metropolitan District for the prosecution of this project. Said Engineer may delegate his authority to an assistant, or assistants with the written consent of the District Manager. In the event District does not retain an independent engineer for this project, the term engineer shall mean District's Director of Public Works or other staff person as designated in writing by District Manager to Contractor.

"Inspector" shall mean the engineering or technical inspector or inspectors duly authorized by the District Manager limited to the particular duties entrusted to him or them.

"Contractor" shall mean the party entering into this contract for the performance of the work covered by this contract and his duly authorized agent or legal representative.

"Bidder" shall mean any party submitting a proposal to the District, unless the context is such as to imply "Successful bidder", in which case the meaning shall be the same as the "Contractor".

"Date of Signing the Contract", or words to this effect, shall mean the date upon which this contract, executed by the Bidder, is signed by the District.

"Date" or "Days," unless otherwise specified or defined, shall mean a calendar day or days of twenty-four hours each.

"The Work" shall mean the work to be done and the equipment, supplies and materials to be furnished under this contract, unless some other meaning is indicated by the context.

"Subcontractor" shall mean any person, firm or corporation performing work or labor or rendering service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid.

"The Plans" shall mean and include any drawings and specifications submitted by the District, or the Engineer, to Bidders prior to or after bid opening, or drawings submitted by the Contractor to the District or the Engineer after the Contract has been awarded.

"Vendor" or "Supplier" shall mean the "Contractor" and/or the "Subcontractor".

CONTRACTOR TO CHECK PLANS AND SCHEDULES: The Contractor is required to check all dimensions and quantities on the plans, specifications and schedules given to him by the District or the Engineer, as the case may be, for any discrepancy between the plans and specifications and the conditions on the ground, or for any error or omission in plans and/or specifications, or the layout as given by stakes, points or instructions which he may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the plans or contract documents, as full instructions will be furnished by the District or the Engineer, should such error or omission be discovered the Contractor shall carry out such instructions as if originally specified.

COMPLETION OF WORK: The work shall be considered complete when approval of any final punch list has been given by the District's Engineer.

**COLORADO DEPARTMENT OF TRANSPORTATION
CONTRACTORS PERFORMANCE CAPABILITY STATEMENT**

Project #

1. List names of partnerships or joint ventures none

2. List decreases in the contractors fiscal or workmanship qualifications compared to the last prequalification statement submitted to CDOT. (Attach additional sheets if necessary.)

a. Key personnel changes none

b. Key equipment changes none

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

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

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

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

**COLORADO DEPARTMENT OF TRANSPORTATION
ANTI-COLLUSION AFFIDAVIT**

PROJECT NO.

LOCATION

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

I further attest that:

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

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

Contractor's firm or company name	By	Date
	Title	
2nd contractor's firm or company name. (If joint venture.)	By	Date
	Title	

Sworn to before me this _____ day of, _____ 20____

Notary Public	
My commission expires	
NOTE: This document must be signed in ink.	

**COLORADO DEPARTMENT OF TRANSPORTATION
ASSIGNMENT OF ANTITRUST CLAIMS**

PROJECT NO.

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

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

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

Contractor's firm or company name	By	Date
	Title	
2nd contractor's firm or company name. (If joint venture.)	By	Date
	Title	

**COLORADO DEPARTMENT OF TRANSPORTATION
 BIDDERS LIST DATA and UNDERUTILIZED
 DBE (UDBE) BID CONDITIONS ASSURANCE**

Project #:

 Location:

Prime Contractor Instructions: This form has two sections, both must be completed and submitted with your bid. Complete **Section I** to list **all** subcontract quotes received (non-DBE **and** DBE). Complete **Section II** to report only Underutilized DBE (UDBE) participation percentages which qualify under the contract goal specification for this project. **Please review CDOT Form #715 instructions before completing Section II.** Attach additional sheets as necessary.

POLICY

It is the policy of the Colorado Department of Transportation that underutilized disadvantaged business enterprises have equal opportunity to participate on projects financed with federal, state or local entity funds. Consistent with 49 Code of Federal Regulations (CFR) Part 26.11, the Bidders List data provided by the Contractors will provide CDOT as accurate data as possible about the universe of DBE and non-DBE firms actively seeking work on its highway construction contracts, for use in setting overall DBE goals.

SECTION I: CDOT BIDDERS LIST INFORMATION (Non-DBEs and DBEs)

- 1) Are all subcontract bids (quotes) received by your firm for this project listed below? **Yes** **No**
- 2) **If No**, make certain any additional subcontract bidding information is submitted to the CDOT Business Programs Office before 4:00 pm on the day after bids are opened to ensure CDOT has the best data possible for setting future DBE goals (use the same table format as below):
 CDOT Business Programs Office
 4201 E. Arkansas Ave., Room 200
 Denver, Colorado 80222 **FAX:** 303-757-9019 **EMAIL:** eo@dot.state.co.us
- 3) The most recent CDOT Bidders List will be posted online at: www.dot.state.co.us/EEO/DBEProgramPage.htm

Name of firm submitting Bid/Quote	Certified DBE firm?		Work item(s) description	Firm being used?		
	Yes	No		Yes	No	Maybe
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						

COLORADO DEPARTMENT OF TRANSPORTATION CERTIFICATE OF PROPOSED UNDERUTILIZED DBE (UDBE) PARTICIPATION	Project No.:	
	Project Code (SA#):	
	Location:	Form #: of

Prime Contractor – Send completed/signed form to the Business Programs Office (instructions on second page). The “Eligible UDBE Amounts” submitted on this form must equal or exceed the commitment(s) documented on the **CDOT Form 714** you submitted with your bid. For the complete list of certified DBE/UDBE firms and their DBE work codes go to http://www.dot.state.co.us/app_ucp/

NOTE: See 49 CFR part 26.55, and the “DBE - Definitions and Requirements” in the *Standard Special Provisions*, for further information concerning counting DBE participation of truckers, subcontractors, suppliers and service providers toward the project’s UDBE goal.

PART 1a – TRUCKING CONTRACT

If the UDBE is being used as a trucker for one or more “trucking” DBE work codes (25500, 25505 etc.) then:

- **ACTUAL UDBE AMOUNT** = Actual contract amount for the transportation services provided by the UDBE firm and any UDBE lessees.
- **ELIGIBLE UDBE TRUCKING AMOUNT** = [(ACTUAL UDBE AMOUNT) – (Any non-UDBE lessee amounts in this contract)*]

* For work done on this UDBE contract with non-UDBE lessees, credit toward the project UDBE goal is given only for the broker fees or commissions the UDBE trucker receives for arranging the transportation services, because the services themselves are being performed by non-UDBEs.

NAME OF UDBE FIRM	CERTIFICATION #	EXPIRATION DATE	ELIGIBLE UDBE TRUCKING AMOUNT
		/ /	\$
DBE WORK CODE NUMBER(S) THIS UDBE IS BEING USED FOR : Complete list of work codes is at http://www.dot.state.co.us/app_ucp/			

PART 1b – SUBCONTRACT

- **ELIGIBLE UDBE SUBCONTRACT AMOUNT** = [(Actual UDBE contract amount) – (Any non-UDBE lower tier amounts in this contract)*]

* Work that a UDBE subcontracts to a lower tier non-UDBE firm does not count toward the project UDBE goal.

NAME OF UDBE FIRM	CERTIFICATION #	EXPIRATION DATE	ELIGIBLE UDBE SUBCONTRACT AMOUNT
		/ /	\$
DBE WORK CODE NUMBER(S) THIS UDBE IS BEING USED FOR : Complete list of work codes is at http://www.dot.state.co.us/app_ucp/			

PART 1c – SUPPLY CONTRACT

If the supplier is a UDBE with a “Type” field of “**Manufacturer**” for the item(s):

- **ELIGIBLE UDBE SUPPLY AMOUNT** = [(Actual UDBE contract amount) X 100%]

If the supplier is a UDBE with a “Type” field of “**Regular Dealer**” for the item(s):

- **ELIGIBLE UDBE SUPPLY AMOUNT** = [(Actual UDBE contract amount) X 60%]

NOTE: If the supplier is a UDBE with a “Type” field of “**Broker**” for the item(s) use **PART 1d – BROKER / SERVICE CONTRACT**.

NAME OF UDBE FIRM	CERTIFICATION #	EXPIRATION DATE	ELIGIBLE UDBE SUPPLY AMOUNT
		/ /	\$
DBE WORK CODE NUMBER(S) THIS UDBE IS BEING USED FOR : Complete list of work codes is at http://www.dot.state.co.us/app_ucp/			

PART 1d – BROKER / SERVICE CONTRACT

If purchasing materials or supplies through a UDBE with a “Type” field of “**Broker**”, count **only** the amount of brokerage commission and/or delivery service fees included in the contract. Other examples of services to include in this section are bonding, brokering, consulting, security guards, and insurance etc.

- **ELIGIBLE UDBE SERVICE FEE AMOUNT** = Actual compensation retained by the UDBE broker/agent for services rendered*

* The amounts that count toward UDBE goals are limited to the compensation retained by the UDBE broker/agent for services rendered, provided the fee/commission is determined by CDOT to be reasonable and not excessive as compared with fees customarily charged for similar services.

NAME OF UDBE FIRM	CERTIFICATION #	EXPIRATION DATE	ELIGIBLE UDBE SERVICE FEE AMOUNT
		/ /	\$
DBE WORK CODE NUMBER(S) THIS UDBE IS BEING USED FOR : Complete list of work codes is at http://www.dot.state.co.us/app_ucp/			

PART 2 – UDBE PARTICIPATION SUMMARY

<p>A) What is the total dollar value of this proposed trucking, subcontract, supply, OR broker/service contract that is eligible for counting toward contract goals?</p> <p>A = [TOTAL FROM “ELIGIBLE” COLUMNS IN PART 1]</p> <p>NOTE: Provide in actual subcontractor dollars and not prime contract prices.</p>	<p>A> \$</p>
<p>B) What is the total dollar value of proposed subcontracts that are eligible for counting towards contract goals from prior sheets/forms?</p>	<p>B> \$</p>
<p>C) What is the accumulative value of proposed subcontracts that are eligible for counting towards contract goals?</p> <p>C = [A + B]</p>	<p>C> \$</p>
<p>D) What is the original contract bid total?</p>	<p>D> \$</p>
<p>E) What is the accumulative percent of contract bid total subcontracted to all underutilized DBEs?</p> <p>E = [(C ÷ D) X 100]</p>	<p>E> %</p>

PART 3 – UDBE CONFIRMATION

<p>I confirm that my company is participating in this contract as documented in the Prime Contractor's commitment(s) in PART 1 of this form. Only the value of the work that my company is <u>actually performing</u> is being counted on this form.</p>	
<p>UDBE Firm Name:</p>	<p>Date: / /</p>
<p>UDBE Representative Signature and Title:</p>	

PART 4 – PRIME CONTRACTOR CERTIFICATION

<p>I certify that:</p> <ul style="list-style-type: none"> my company has met the contracted UDBE goals or has submitted a completed CDOT Form #718. my company has accepted a proposal from the UDBE named above. my company has notified the proposed UDBE of the contracted UDBE commitment. my company has ensured that the proposed UDBE has signed PART 3 of this form. my company's use of the proposed UDBE for the items of work listed above is a condition of the contract award. my company will invite the proposed UDBE to attend the preconstruction conference. my company will not use a substitute UDBE for the proposed UDBE's failure to perform under a fully executed subcontract, unless my company complies with the definitions and requirements section of the DBE Special Provisions. I understand that failure to comply with the information shown on this form will be considered grounds for contract termination. <p>I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.</p>	
<p>Prime Contractor Name:</p>	<p>Date: / /</p>
<p>Officer Signature and Title:</p>	

FORM INSTRUCTIONS

<p>Prime Contractor:</p> <ol style="list-style-type: none"> An officer of the contractor(s) must complete this form. Include only DBE firms which meet the underutilized criteria in the contract goal specification for this project (i.e., UDBE firms). Complete only relevant section(s) for PART 1. Ensure that the proposed UDBE has signed PART 3 of this form. Complete ALL sections of PART 2 and PART 4. Submit a separate CDOT Form #715 for EACH proposed UDBE. 	<ol style="list-style-type: none"> Retain a photocopy for your records. Send original to: Colorado Department of Transportation Business Programs Office 4201 E. Arkansas Ave. Denver, Colorado 80222 FAX: (303) 757-9019
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**COLORADO DEPARTMENT OF TRANSPORTATION
 UNDERUTILIZED DBE (UDBE) GOOD FAITH
 EFFORT DOCUMENTATION**

Project No.:	Project Code (SA#):
Location:	
Date:	No. Of Sheets Attached To Form:

The Contractor who is the apparent low bidder on a CDOT construction project and has failed to meet the Underutilized DBE (UDBE) contract goal, shall use this form to document all good faith efforts that were made prior to bid opening by said Contractor to meet the goal. **FAILURE TO FULLY / CLEARLY COMPLETE THIS FORM MAY RESULT IN REJECTION OF THE BID.**

Each portion of this form is to be addressed in the space provided, or on supplemental sheets that follow the same tabular structure and format outlined below. Attach supporting documentation as required by CDOT. This completed form and required attachments are to be submitted to the Business Programs Office in the Center for Equal Opportunity prior to 4:00 p.m. on the day after the day bids are opened. This form may be submitted by FAX (303-757-9019) with an original copy to follow. An extension may be granted by the DBE Liaison. Only the efforts the Contractor made prior to bid opening will count as Good Faith Efforts consistent with the instructions on CDOT Form #714.

I. Complete the following table to document sufficient bid items identified as subcontract work to be performed by UDDBEs to achieve the contract goal. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces. The total percentage of subcontract items identified for UDBE participation must equal or exceed the percentage UDBE goal set by CDOT.

DBE Work Code From DBE Directory	DBE Work Code Description	Closest Matching CDOT Bid Item #	Actual % Amount Of Final Contract
UDBE CONTRACT GOAL %:		TOTAL CONTRACT %:	

DBE DIRECTORY WORK CODES

The DBE Directory can be found online at:
http://www.dot.state.co.us/app_ucpf/
 • DBE work codes are 5 digit numbers where the 1st digit corresponds to the overall section the code belongs to
 • The 1st 3 digits of a DBE work code identify its category
 • DBE work codes ending in "00" represent certification for the entire work code category
 • DBE work codes NOT ending in "00" represent certification in a specific sub-category only

II. Complete the following table to summarize all outreach efforts made to UDBE firms. For each subcontract item identified, contact by mail, fax, phone and/or email **100%** of the Colorado certified UDDBEs whose DBE work codes match the type of work being solicited and who are marked as "**CDOT GFE Eligible**" on the DBE Directory. The Contractor shall ensure that initial solicitations allow UDDBEs at least 10 calendar days to participate effectively in the bidding process. In order to determine with certainty which UDDBEs are interested, the Contractor is also required to take appropriate steps to follow-up initial solicitations (e.g., regional follow-up phone calls etc.). If soliciting by telephone, attach a summary telephone log of calls, including topic of discussion, date, time, name of person contacted, and the response received. If soliciting by mail, fax, and/or email, attach one example copy of the letter, fax, and/or email sent to UDDBEs along with a summary log that documents all dates and responses received. Letters, faxes and/or emails must specifically identify the project, the items to be subcontracted, and the bid date. Letters, faxes and/or emails must also provide an address and phone number where specific quantities or details will be available to bidders.

DBE Work Code From DBE Directory	DBE Work Code Description	# Of UDDBEs Contacted	# Of UDDBEs "Eligible"	% Of UDDBEs Contacted

DBE DIRECTORY UPDATES

Go to http://www.dot.state.co.us/app_ucpf/ and use the "**Directory Updates**" button on the DBE Directory to submit any of the following documented updates on UDBE firms:
 • Contact information changes (e.g., phone and address etc.)
 • "CDOT GFE Eligibility" status changes (e.g., UDBE firm says they don't want to be contacted via GFE solicitations etc.)
Note: In order to verify all updates submitted, CDOT may request additional information from contractors and/or UDBE firms before posting requested changes to the Directory.

III. Complete the following table to show **all** subcontract bids received (non-UDBE and UDBE), bid dollar amounts for each bid item, and the name of the successful bidder. Where bundled subcontract bids were received, break out quotes per bid item number. If the UDBE bids were rejected, give reasons for each case. If the work is to be counted as a potential UDBE subcontract item, the Contractor cannot elect to perform that work itself when a UDBE bid is competitive or only UDBE bids are received. Cost alone may not be adequate justification for failure to use a UDBE bid. When a non-UDBE bid is significantly lower than a UDBE bid, the Contractor may choose to perform the item itself. CDOT will determine whether a subcontractor's bid is "competitive" based on factors such as the percentage and dollar difference between quote(s), and/or the percentage the quote(s) represents of the overall contract.

CDOT Bid Item # (Break Out Bundled Quotes)	Closest DBE Work Code	Bid Item Description	Subcontractor Name (Place an * next to firm being used)	Actual Bid Item Quote Price	UDBE Firm ?	% Difference On Items That UDBE Firms Bid
					<input type="checkbox"/>	
					<input type="checkbox"/>	
					<input type="checkbox"/>	
					<input type="checkbox"/>	
					<input type="checkbox"/>	
					<input type="checkbox"/>	
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					<input type="checkbox"/>	

IV. The efforts required herein are not exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases. In determining whether Good Faith Efforts have been made, the quantity and quality of the efforts made as well as kinds of efforts made may be considered. List any additional efforts to increase UDBE contract participation, such as assisting UDBEs in obtaining bonding/insurance/lines of credit, effectively using the services of community organizations/publications, and/or requesting subcontractors to assist with providing UDBE participation. Report the results of such efforts. **Note: Advertising in a publication with low UDBE subscription rates will not be considered as quality efforts by CDOT.**

THE CONTRACTOR UNDERSTANDS THAT DEMONSTRATION OF GOOD FAITH EFFORTS IN ACHIEVING THE UDBE GOALS ESTABLISHED BY CDOT IS REQUIRED THROUGHOUT THE PERFORMANCE OF THE CONTRACT.

Company Name: _____ Printed Name: _____

Title: _____ Signature: _____

Phone: _____ Fax: _____

GENERAL CONDITIONS

GENERAL: The Contractor shall furnish all transportation, ways, works, machinery and plant, and all suitable appliances requisite for the execution of the work and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. He shall cover and protect his work from damage, and all injury to the same, before the completion and acceptance of this contract shall be made good by him, and he shall be solely answerable for all damage to the Owner, or the property of the Owner, to other contractors, or other employees of the Owner, to the neighboring premises, or to any private or personal property due to improper, illegal, or negligent conduct of himself, his subcontractors, employees or agents in and about said work, or in the execution of the work covered by this contract, or any extra work undertaken as herein provided, or to any defect in or the improper use of, scaffolding, shoring apparatus, way, machinery or plant. He shall indemnify and save harmless the Owner and its officers and agents from all claims relating to labor and materials furnished for the work.

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

SUB-CONTRACTORS: The work shall be done under the personal supervision of the Contractor, and no part of this contract or any interest therein shall be sublet or transferred without the written consent of the Engineer, and no such written consent shall in any way whatsoever release the Contractor from any obligation, either to the Owner or the persons employed by the subcontractors; and, in all cases, the sub-contractors are to be considered merely as foremen, employed by the Contractor, and, with other foremen and employees of the Contractor are subject to discharge by the Engineer at any time whenever, in his judgment, the best interest of the Owner demands such discharge. If the Contractor shall desire to sublet any portion of the work to be done under this contract, he shall make written application to the Engineer for permission to sublet, and such written application shall state the portion of the work to be so sublet; the name of the person to whom he proposes to sublet the work, and the number of laborers such person guarantees to maintain on the work until its completion. The Engineer is not to be understood as in any way assenting to the sub-letting of any portion of the contract unless his assent thereto is given in writing. By sub-letting any portion of this contract without written consent, the Contractor shall forfeit all right to any estimate or payment for the work done by such sub-contractor.

LAYING OUT WORK: The Contractor shall assign to the work a superintendent or other responsible representative, with proper equipment who is capable of laying out the work according to the plans, from the bench marks, and reference or control lines given by the Engineer.

CONSTRUCTION STAKING: The Owner will be responsible for furnishing control points and benchmark as indicated on the plans.

ENGINEER: Engineer shall act as the Owner's representative during the construction period; shall decide questions that may arise as to quality and acceptability of materials furnished and work performed. The Engineer shall not be responsible for construction means, controls, techniques, sequences or construction safety.

CHANGE BY OWNER: The Owner shall have the right to make such changes in the amount, dimensions, or character of the work to be done, as in the opinion of the Engineer, the interest of said work or of the Owner may require; and if any such changes shall diminish the quantity of the work to be done, they shall not constitute a claim by Contractor or Sub Contractor for damages or for anticipated profits on the work that may have been dispensed with. Any increase in the amount of work to be done, that may be caused by such changes, shall be paid for at the same price as similar work is here contracted for, and if any such work is not, in the judgment of the Engineer, similar to any herein contracted for, it shall be paid for at prices to be agreed upon in writing between the Owner and the Contractor prior to the commencement of such work; but if the Contractor and Owner are unable to agree upon a price for such work, then the Owner may enter into a contract with any other party for its execution, the same as if this contract never existed. In case the Contractor does not present a claim in writing, to the Owner on account of the dissimilarity in the work by reason of any change, within ten (10) days after such change has been started, he shall forever be stopped from making any claim thereon.

EASEMENTS: The Owner shall provide to the Contractor, information that delineates and describes the lands owned and easements acquired for the Contractor's use.

The Contractor shall provide, at no expense to the project and without liability to the Owner, any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

UNDERGROUND SERVICES: The Contractor shall obtain the location of all utilities from the various public utility companies before beginning excavation. The Contractor agrees to be fully responsible for any and all damages, which might be occasioned by his failure to exactly locate and preserve any and all underground utilities.

CONTRACTOR SHALL PREPARE WORK SCHEDULE: The Contractor, prior to commencing any part of the work covered by this Contract, shall submit to the Engineer for his approval, a time schedule for each unit of the work. The time schedule as submitted will be used as a guide by the Engineer to determine the suitable progress of the work by the Contractor.

RIGHT OF OWNER TO COMPLETE WORK: If said Contractor shall at any time fail to prosecute the work with a force sufficient in the opinion of the Engineer, to insure its completion within the time

specified herein, or in accordance with the time schedule as submitted by the Contractor, or the character of the work is, in the opinion of the Engineer, not in accordance with the specifications, the Engineer may give written notice to the Contractor to supply at once such increase of force, appliances, machinery or tools, or to cause such improvements in the manner of doing the work or supplying the materials as in his judgment may be required to cause the Contract to be completed on time; and if on the expiration of (10) days after the giving of such notice to the Contractor personally, or by leaving the same at his office or last known place of residence, or by mailing him notice by registered mail to his last known place of residence, he shall in the judgment of the Engineer, have failed to comply with such notice, the Engineer shall have full power to either employ or direct the employment of such additional force of men, appliances, machinery and tools, as he may deem requisite and necessary to complete the work in a satisfactory manner, within the time specified, and may pay all persons so employed and all expense so incurred and deduct the amount so paid from any payment then due or thereafter falling due to the Contractor, or, in case of the failure of the Contractor to prosecute the work as aforesaid, the Engineer may, at the expiration of ten (10) days after such notice has been given, declare this contract forfeited and abandoned which declaration shall absolve the Owner from all obligations hereunder, except as to the balance due for work performed; and in case the Contractor shall not complete the work within the time specified, but shall, nevertheless, be permitted to complete the same in its entirety or any part thereof, such permission shall not release the Contractor from any liability for damages or expenses arising from the non-completion of the work in its entirety or any part thereof in the time specified.

WORK DELAYED BY OWNER: In the event the work is materially delayed from any cause for which the Owner is responsible, then the time herein specified for the completion of the work shall be extended for a period equal to the aggregate length of time of such delay, and the Contractor shall have no further claim therefore, or for anything arising directly or indirectly from said delay. No allowance of time by reason of any such delay shall be made unless the claim therefore shall have been presented to the Engineer by the Contractor in writing within ten (10) days after the delay shall have occurred.

PRESERVATION OF MONUMENTS AND STAKES: The Contractor shall carefully preserve all monuments, bench marks, reference points and stakes, given him by the Engineer, and in case of willful or careless destruction of the same, he will be charged with the resulting expense of replacement, and shall be responsible for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the stakes and marks placed by the Engineer are destroyed through carelessness on the part of the Contractor and that the destruction of these stakes and marks causes a delay in the work, the Contractor shall have no claim for damages or extension of time. In the case of any permanent monuments or benchmarks, which must of necessity be removed or disturbed in the construction of the work, the Contractor shall carefully protect and preserve the same until they can be properly referenced for relocation. The Contractor shall furnish at his own expense such materials and assistances as are necessary for the proper replacement of monuments or bench marks that have been moved or destroyed.

WORK DONE WITHOUT LINES OR GRADES: Any work done without lines, or grades being given by

the Engineer, may be ordered removed and replaced at the Contractor's expense.

OWNER'S RIGHT TO STOP WORK: Whenever, in the opinion of the Engineer it may be necessary to stop, either temporarily or permanently, any work or to diminish the force employed, he shall have the right to do so, and the Contractor shall have no claim for damages, but shall immediately stop the work, either temporarily or permanently or diminish the force as the Engineer may direct.

CLAIM FOR LABOR AND MATERIALS: The Contractor shall protect and indemnify the Owner against all claims of liens or labor or material furnished said Contractor; and the owner may, whenever he deems proper or expedient to do so, pay to the persons employed by the Contractor, or to whoever may have furnished materials for said work, out of any moneys due from any monthly or other estimates, any sums due for labor or material for the work, and charge the same to the Contractor as so much paid under this Contract; and before final settlement is made between the parties hereto for work done and materials furnished hereunder, the Contractor shall furnish satisfactory evidence to the Owner that the work covered by the Contract is free and clear from all liens for labor or materials of whatever kind or nature and that no claim exists in respect to which such liens could attach.

LAWS AND ORDINANCES: The Contractor shall keep himself fully informed of all existing and current laws and regulations of the Owner, County, State, and Federal Government which in any way limit or control the action or operations of those engaged upon the work, or affecting the materials supplied to or by them including but not limited to, all civil rights, equal opportunity and anti-discrimination laws such as the Colorado Anti-Discrimination Act, and all requirements for the use and handling of any hazardous materials (including clean-up). He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all ordinances, laws and regulations, and shall protect and indemnify the owner and the owner's officers and agents against any claims or liability arising from or based on any violation of the law.

Contractor also agrees to comply with all provisions of State law concerning Colorado Labor preference including, but not limited to, C.R.S. 8-17-101 and 102.

QUANTITIES: The Contractor guarantees that this contract is made by him solely on his own knowledge of the nature and information of the country on which said work is to be done; also, of the character and location of the material to be used in doing the work herein required to be done; and that the plans, maps and profiles of said work prepared by the Engineer, and the quantities estimated thereon, or stated in the invitations to bid, are approximate merely, and are not to govern the final estimates, and are subject to change and alternations as herein provided.

SANITARY PROVISIONS: The Contractor shall provide and maintain in a neat, sanitary condition, such accommodations for the use of his employees as may be necessary to comply with the requirements of the State and local Boards of Health, or of other bodies or tribunals having jurisdiction.

AIR AND WATER POLLUTION: The contractor's attention is directed to the Colorado Revised Statutes pertaining to air and water pollution control. The Contractor will be required to comply with these statutes.

DUST ABATEMENT: The Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent his operations from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals or causing a nuisance to persons living or occupying building in the vicinity. The Contractor shall be responsible for any damage resulting from any dust originating from his operations.

INTERFERENCE WITH ADJACENT WORK: The Contractor shall cooperate with all agencies or contractors engaged in any construction or maintenance work in the vicinity, and shall schedule the work so as to minimize interference with said operation and maintenance.

SUBSTITUTIONS: Whenever a material, article, or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, it shall be understood that this is reference for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor.

Any cost differential shall be deductible from the contract price and the Contract Documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result.

DAMAGE BY FLOODS, ETC.: The Contractor shall, at his own expense, make good all injury to the work from floods or casualties of every kind; or loss of material during construction, occurring prior to the final acceptance of the work by the Engineer and shall claim no compensation therefore or extension of time by reason thereof, but the Engineer may, when he deems it equitable, allow extension of time for the final completion of the work.

Whenever public or private roads, or private or public utilities are changed, obstructed, or destroyed during the progress of the work, the Contractor shall, at his own expense, construct good and safe substitutes, or new ones, in such manner and at such time as he shall be instructed.

CONTRACTOR'S INSURANCE: The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. All insurance shall cover and protect Owner against all claims arising as a result of the operation of

Contractor. The Owner's liability insurance may be provided by naming the Owner as an insured on the Contractor's liability insurance.

Insurance of the following kind and minimum limits will be required to be carried by the Contractor throughout the lifetime of the project:

Workmen's Compensation	Statutory Limits
General Liability:	
General Aggregate Limit	
(Other than Products-completed Operations)	\$2,000,000
Products-completed Operations Aggregate Limit	\$2,000,000
Personal Injury and Advertising Limit *	\$1,000,000
Per Occurrence Limit *	\$1,000,000
Fire/Explosion/water Damage Limit **	\$50,000
Medical Expense Limit **	\$5,000

* Subject to the applicable 'Aggregate Limit'

** Subject to the 'Occurrence Limit'

BUILDERS RISK POLICY: Until the project is accepted by the Owner, the Contractor shall be required to maintain a builder's risk insurance policy (fire and extended coverage) on a 100% basis less a \$100.00 deductible provision, on the insurable portion of the work for the benefit of the Owner, the Contractor, and all of his subcontractors.

INDEMNIFICATION: The contractor shall be liable for, and agrees to indemnify, save and hold harmless Pueblo West Metropolitan District, (P.W.M.D.) its successors and assigns against all liability and loss by reason of any injury (including death) sustained by or any damage to the property of any person as a result of the negligence or misconduct of Contractor or any Subcontractor or any of their respective employees, agents or representatives in connection with this project, and, in the event any suit, action or proceeding shall be brought in any court against P.W.M.D. seeking damages in connection with any liability so arising, the Contractor shall defend such suit, action or proceeding, and, if any judgment shall be rendered thereon against P.W.M.D., Contractor shall fully satisfy and discharge the same and all costs and expenses thereof, including reasonable attorney's fees. Should Contractor fail to defend or otherwise protect P.W.M.D. from any such claims, P.W.M.D. may collect from the contractor all of P.W.M.D.'s expenses including but not limited to attorney fees in connection with P.W.M.D. defending itself, and all expenses including but not limited to attorney fees in collecting amounts due to P.W.M.D. from the Contractor under this paragraph.

The Contractor agrees to indemnify, save, and hold harmless P.W.M.D. from and against the payment of any sum of money whatsoever on account of any labor, mechanics', materialmen's or other liens against the property of P.W.M.D. or of other persons by reason of any work done or materials furnished in any manner in aid of the Project. When required by P.W.M.D., Contractor

shall furnish to P.W.M.D. a detailed list of all unpaid claims of labor and materials, which could support a lien against all or any part of the project. If any potential holder of a lien against all or any part of the project refuses to release such lien after having been requested to do so by Contractor or P.W.M.D., Contractor shall furnish a bond issued by a bonding company reasonably acceptable to P.W.M.D. fully protecting P.W.M.D. and its property from and against such lien and all related legal action and expenses in connection therewith. Should the contractor fail to do so, P.W.M.D. may take all steps it believes necessary to protect itself from such claims and contractor shall be liable to P.W.M.D. for all costs and expenses of P.W.M.D. in connection therewith.

LITIGATION COSTS: If either party institutes legal proceedings or arbitration proceedings (pursuant to agreement of the parties) to enforce the terms of this Agreement or to settle disputes between the parties, the prevailing party shall recover, in addition to any damages proved, all attorney fees, costs and all other actual expenses of litigation, including, without limitation, expert witness fees and arbitrator=s expenses.

CLEANING UP: The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and the manner and place of disposal. On or before the completion of the work, the Contractor shall, without charge therefore, carefully clean out all structures, pipes, and other appurtenances, and shall tear down and remove all rubbish of all kinds from any of the tracts or grounds which he has occupied, and shall leave them in first-class condition.

ITEM SPECIFIC WARRANTY: The Contractor shall provide specific warranty on materials as outlined in the item specific warranty matrix below. Any defect due to defective material, method of installation, or workmanship within that period shall be repaired or replaced by the Contractor promptly upon notice of the Owner and at the entire expense of the Contractor, as noted in the "Performance Bond".

Item	Defect	Repair
Asphalt Paving	Materials Failure to Meet Specifications	Remove & Replace
	Workmanship (Vertical)	Correct defects Grind with sealant coat or add Additional Overlay
	Workmanship - minor (Cracking due to settling)	Crack Sealant or remove/replace
	Workmanship – major (Cracking due to improper base installation)	Remove & Replace
Concrete	Materials Failure to Meet Specifications	Remove & Replace
	Workmanship Issues	Remove & Replace
Reinforced Concrete	Materials Failure to Meet Specifications	Remove & Replace
	Workmanship Issues	Remove & Replace

BAD WEATHER: If, in the Engineer's opinion, weather conditions are severe enough to hamper, in any way, the quality of workmanship or material being used in construction, the Engineer shall have the right to stop any and all construction indefinitely, and the Contractor shall have no claim for lost profits, etc. The completion date shall be extended one day for each full day lost to bad weather.

MISCELLANEOUS OBSTACLES: Any fences, ditches, culverts, concrete work, driveways, or other obstacle encountered during construction which must be altered or removed, shall be repaired and/or replaced to the condition which existed prior to construction. All cost of removal, repair, and replacement shall be borne by the Contractor.

WATER: Water needed for construction will be supplied by the Owner. The location where water shall be obtained as directed by the Owner. The contractor shall provide hoses, trucks, or any other equipment needed to transport said water, but payment for water will not be the responsibility of the Contractor. Contractor will record quantity of water as directed by Engineer.

OVERTIME WORK: No work shall be done between 6:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays or legal holidays without permission of Owner. However, emergency work may be done without prior permission. Services to be furnished by Owner will be provided only during normal working hours.

ACCESS ROADS: Bidders shall contact Owner for information concerning haul roads, which will be available for his use. All haul roads used by Contractor shall be left in a condition equal to or exceeding that which existed prior to construction.

WARNING SIGNS AND BARRICADES: The Contractor shall provide adequate signs, barricades, and warning lights and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by a suitable signal lights which shall be kept burning from sunset to sunrise. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist. All construction signing and delineation shall conform to the minimum standards as set forth under the latest edition of the MANUAL on UNIFORM TRAFFIC CONTROL DEVICES.

MAINTENANCE OF TRAFFIC: Prior to actually beginning work on the project the Contractor shall submit to the Engineer for approval a plan of operations showing that access to properties served by the roads therein, will be preserved during the time of the project construction. The plan and procedures shall provide for ingress and egress of local residents and emergency vehicles without use of lengthy detours. Contractor must submit to the Pueblo West Metro District Public Works Department a traffic control plan for approval. Work is not to begin until approval of the traffic control plan is received.

The Contractor shall at all times conduct his work as to assure the least possible obstruction of traffic and inconvenience to the public and to insure protection of persons and property.

No road or street shall be closed to the public except as provided for under the above-required plan. Fire hydrants shall be kept accessible to fire-fighting equipment.

CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT: The making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within one year from the date of written acceptance of the work.

PAYMENT TO CONTRACTOR: The Owner is to pay by check to the Contractor, his executors or administrators, the rates and prices for the various classes of work as set forth in his Proposal.

Approximate estimates of the value of the work actually done, less the amount previously paid for materials or equipment, on the basis of the prices named in the Proposal, shall be made on or about the first day of each calendar month by the Engineer, and the amount of said estimates, less five percent (5%) shall be paid to the Contractor on or about the fifteenth day of the same calendar month; the reserve percentage shall be withheld by the Owner until the final completion and acceptance of all work covered by the Contract. The Contractor shall, before final payment is due under this agreement, sign and deliver to the Owner, a full release from all claims and demands, whatsoever growing out of, or in any way connected with this Contract, and before any final payment is made to the Contractor. Final payment shall be made only after compliance with 38-26-107, and 24-91-103, 1973, Colorado Revised Statutes, as amended.

As soon as possible after the completion of the work, the Engineer shall prepare an accurate statement of the entire quantities of work done or performed by the Contractor hereunder. The Engineer shall then distribute and classify the quantities so obtained, and the total amount of work done under each classification at the prices named in this Contract shall be the total amount payable under this Contract, and from this sum shall be deducted the amounts previously paid to the Contractor on account of this Contract, and the balance so found shall be the final estimate.

The Engineer, in preparing the final estimate shall not be bound by any preceding estimates and certificates, except as they show partial payments on account of the entire work; but such preceding estimates and certificates shall be held to be only approximate to the final estimate, and the said monthly estimates on unfinished work shall in no case be taken as an acceptance of the work, or a release of the Contractor from responsibility therefore, until the final estimate is made, and the work in its entirety is accepted by the Engineer as complete under this contract.

For work done under the Engineer's direction where no price is given, the price to be paid is actual cost, plus fifteen percent (15%) for superintendence and use of tools, but nothing shall be deemed extra work that can be measured or estimated under other provisions of this contract.

SALES AND USE TAX: Contractors, subcontractors, and materials suppliers shall not include any State of Colorado or city sales or use tax in their bids. This project is exempt from paying such taxes.

The Contractor and each subcontractor shall make application to the Department of Revenue, State of Colorado, for a certificate or certificates of exemption, indicating that the Contractor or subcontractor's purchase of construction building materials is for the purpose of erection, alteration, or repair of structures owned and used by the Pueblo West Metropolitan District and is therefore exempt from paying State of Colorado Sales Tax.

Applications shall be addressed to:

Dept. of Revenue
1375 Sherman Street, Room 522
Denver, Colorado 80261

The Department of Revenue shall provide forms to the applicant or applicants for certificates, which shall be verified by the Owner that the Contractor or Subcontractor is in fact entitled to the issuance of such certificate prior to issuance.

The Contractor shall exclude the amount of any applicable federal excise or manufacturer's taxes from his bid.

CONSTRUCTION UTILITIES: The Contractor shall furnish and pay for all construction power and all other temporary utilities required for construction. The Contractor shall pay all utility bills up to the point in time when the facilities are complete, and the Owner puts the facilities into service.

ENGINEERING AND INSPECTION: All materials furnished by the Contractor shall be subject to the inspection and approval of the Owner, or his representative at any and all times during the progress of the work and until the final completion of the same. As soon as the materials are tested and inspected, the Contractor shall immediately remove all rejected material from the work to a point such distance therefrom as the Owner may require. No material shall be used before being inspected and approved by the Owner or his representative.

Failure or neglect on the part of the Owner, or his representative, to condemn or reject inferior materials or work shall not be construed to imply an acceptance of the same should their inferiority become evident at any time prior to one year after final acceptance of the work. The Contractor shall also furnish reasonable samples of materials at the job to afford adequate testing. The Engineer and the Owner shall, at all times have free access to any plant or factory where any material for this Contract is being manufactured or fabricated.

PRECONSTRUCTION CONFERENCE: Prior to the commencement of work at the site, a pre-construction conference will be held at a mutually agreed time and place. The conference shall be attended by:

Contractor and his Superintendent
Principal Subcontractors
Representatives of Owner

Others as requested by Contractor, Owner or Engineer

The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.

The agenda will include:

- Contractor's tentative schedules
- Transmittal, review and distribution of Contractor's submittals
- Processing applications for payment
- Maintaining record documents
- Critical Work sequencing
- Field decisions and Change Orders
- Use of premises, office and storage areas, security,
- Housekeeping and Owner's needs
- Contractor's assignments for safety and first aid
- Permits

Owner will preside at the conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

PROGRESS MEETINGS: Contractor shall schedule and hold regular progress meetings at least monthly and at other times as requested by Owner or required by progress of the work. Contractor, Owner, and all Subcontractors active on the site shall request attendance by representatives of his suppliers, manufacturers, and other Subcontractors.

Contractor shall preside at the meetings and provide for keeping and distribution of the minutes. The purpose of the meetings will be to review the progress of the work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems, which may develop.

QUALITY CONTROL

TESTING LABORATORY QUALIFICATIONS: All tests which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the Owner. The laboratory shall be staffed with experienced technicians, properly equipped, and fully qualified to perform the tests in accordance with the specified standards. Contractor shall obtain Engineer's acceptance of the testing laboratory before having services performed, and shall pay all costs for services.

TESTING SERVICES FURNISHED BY OWNER: Owner shall pay all charges of testing laboratories for services in connection with tests made in the field or laboratory on concrete*, asphalt mixtures*, moisture-density (Proctor) and relative density tests on embedment, fill, backfill materials, in-place field density tests on embedments and fills, and other materials and equipment, during and after their incorporation in the work. Tests that indicate noncompliance with the specifications shall be paid for by the Contractor.

Field sampling and testing will be performed by Engineer or testing-laboratory personnel, in the general manner indicated in the Specifications, with minimum interference with construction operations. Engineer shall determine the exact time and location of field sampling and testing, and may require such additional sampling and testing as necessary to determine that materials and equipment conform with data previously furnished by Contractor and with the Contract Documents.

The testing laboratory shall perform all laboratory tests in the shortest time consistent with the specified standards and shall furnish a written report of each test without delay.

Contractor shall furnish all sample materials and cooperate in the sampling and field testing activities, interrupting the work when necessary. Contractor shall furnish personnel, equipment, and facilities to perform sampling and field-testing activities, and to deliver samples and test specimens to the testing laboratory, when so required by the specifications. When the Engineer or testing laboratory personnel performs sampling or testing activities in the field, Contractor shall furnish all assistance necessary for proper results.

Owner shall not retain any testing laboratory against which Contractor has reasonable objection, and if at any time during the construction process the services become unacceptable to the Contractor, he may request, in writing, that such services be terminated. The request must be supported with evidence of improper testing. If Engineer and Owner determine that sufficient cause exists, Owner shall terminate the services and engage a different testing laboratory.

* Except as required in the Technical Specifications.

TRANSMITTAL OF TEST REPORTS: Written reports of tests and engineering data furnished by Contractor for Owner's review of materials and equipment proposed to be used in the work, shall be submitted as specified for Shop Drawings.

The testing laboratory retained by Owner will furnish three copies of a written report of each test performed by laboratory personnel in the field or laboratory. Two copies of each test report will be transmitted to the Owner and one copy to Contractor within three days after each test is completed.

**PUEBLO WEST METROPOLITAN DISTRICT
APPLICATION FOR RIGHT-OF-WAY EXCAVATION PERMIT**

THE UNDERSIGNED APPLICANT BEING FAMILIAR WITH ALL OF THE REQUIREMENTS OF PUEBLO WEST METROPOLITAN DISTRICT RESOLUTION NO.1437 DATED AUGUST 27, 2002, DOES HEREBY AGREE TO PERFORM ALL WORK IN COMPLIANCE WITH THE REGULATIONS AND SPECIFICATIONS AS SET FORTH IN ACCORDANCE WITH SAID RESOLUTION AND TO ADHERE TO REQUIREMENTS HEREIN AFTER SPECIFIED:

To Be Completed By Applicant: **24 HOURS ADVANCE NOTICE 719-547-9801**

COMPANY Pueblo West Metro District NAME _____

ADDRESS 20 Palmer Lake Pueblo West CO 81007 PHONE 547-3554
STREET CITY STATE ZIP FAX 547-0719

START DATE OR DATE EMERGENCY WORK COMMENCED _____, 2002 YOUR PROJECT NO. _____

COMPLETION DATE (INCLUDING RESURFACING) _____, 2002 RESURFACING CONTRACTOR _____

PROJECT LOCATION:

_____ / _____ / _____ / _____ / _____
STREET ADDRESS SURFACE TYPE LENGTH # CUTS # CROSSINGS

LOCATION OF THE PROPOSED EXCAVATION(S) OR PROJECT IN RELATION TO THE ROADWAY WILL BE: CHECK APPLICABLE.
CENTER OF ROAD WITHIN SINGLE TRAFFIC LANE SHOULDER
WITHIN DRAINAGE DITCH OUTSIDE ROAD AND DRAINAGE DITCH R.O.W. EXCAVATION ONLY

THIS WORK WILL CONSIST OF: CUTTING WITHIN ROAD SURFACE BORING UNDER ROAD W / PILOT HOLES

FOR THE PURPOSE OF: INSTALLING REPAIRING REMOVING RETIRING SETTING A POLE

AND TO CUT / OR INSTALL: CURB AND GUTTER SIDEWALK DRIVEWAY APPROACH / CULVERT

TYPE OF UTILITY: WATER SEWER ELECTRIC NATURAL GAS TELECOMMUNICATION

NON-UTILITY ACTIVITY _____

TYPICAL TRAFFIC CONTROL PLAN (T.C.P.) NO. _____ T.C.P. BY WHOM: _____
(APPLICANT MUST SUBMIT SKETCH OF THE PROPOSED WORK AREA.)

SIGNATURE OF APPLICANT OR REPRESENTATIVE: _____

TO BE COMPLETED BY AUTHORIZED PUEBLO WEST AGENT:

ADDITIONAL REQUIREMENTS: OVERLAY STRIPING COMPACTION TESTS FLOW FILL INFRARED PATCH
 OTHER _____

STREET OPENING SHALL NOT EXCEED THE LENGTH WHICH WILL BE BACKFILLED BEFORE THE END OF THE WORK DAY. YOU WILL BE ALLOWED TO KEEP OPEN A 3' X 5' PIT UNTIL THE NEXT WORKING DAY TO FACILITATE THE CONTINUANCE OF WORK ONLY IF THE PIT IS PROTECTED BY THE REQUIRED TRAFFIC CONTROL DEVICES.

TEMPORARY OR PERMANENT REPAIRS (RESURFACING) SHALL BE COMPLETED IN ANY CASE NO LATER THAN:
24 HOURS 3 DAYS 7 DAYS FROM THE TIME /DATE OF BACKFILLING.

APPLICATION IS ACCEPTED _____, 2002 DENIED _____, 2002

REASON FOR DENIAL _____

COMPLETION DATE _____, 2002 ESTIMATED INSPECTION FEE: **\$25.00**

AGENT OF PUEBLO WEST METROPOLITAN DISTRICT _____

NOTICE OF AWARD

To:

Project Description: **Pueblo West Metropolitan District
Main McCulloch North Trail**

The owner has considered the Bid submitted by you for the above-described work in response to its Bid Opening dated _____, 2016.

You are hereby notified that your Bid has been accepted in the amount of \$_____.

You are required by the Instruction to Bidders to execute the Owner-Contractor Agreement and furnish the required Contractor's Performance Bond, Labor and Material Payment Bond, and Certificate of Insurance 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 and as a forfeiture of your Bid Bonds. 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 _____, 2016.

Owner: Pueblo West Metropolitan District

By: _____
Carol Cosby
Director of Parks & Recreation

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By: _____
Contractor's name

Date: _____

By: _____
Signature

Print or Type Name

NOTICE TO PROCEED

TO:

DATE: _____, 2016

PROJECT: **Pueblo West Metropolitan District
Main McCulloch North Trail**

You are hereby notified to commence work and that the Contract Time for the above project will commence on ____ day of _____. On that date you are to start performing your obligations under the Contract between you and the Pueblo West Metropolitan District dated _____. The period of performance is _____ () days from the date of commencement. The date of final completion is therefore, _____.

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

Owner: Pueblo West Metropolitan District

By: _____
Carol Cosby
Director of Parks & Recreation

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By: _____
Contractor's name

Date: _____

By: _____
Signature

Print or Type Name

APPLICATION AND CERTIFICATE FOR PAYMENT

Project Name: _____

Contractor: _____

Payment Estimate #: _____

Period _____ thru _____

Program
 2008

Contract Date: _____

District's Project Number _____ A. Original Contract Amount: \$ _____ B. Approved Change Orders: \$ _____ C. Total Contract Amount to Date: \$ _____	1. 2. 3. 4. 5. 6. 7. 8. 9.	Contract Work to Date: \$ _____ Change Order Work to Date: \$ _____ Materials Stored to Date: \$ _____ Total Completed and Stored to Date: \$ _____ (line 1+2+3) Retainage 5% \$ _____ (of line 4) Total Earned to Date Less Retainage: \$ _____ (line 4 less line 5) Previous Certificates for Payment: \$ _____ Current Payment Due: \$ _____ (line 6 less line 7) Balance to Finish, Plus Retainage: \$ _____ (line C less line 6)
---	--	--

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: _____

State of: _____ County of: _____

_____ day of _____ 20_____

By: _____ Date: _____

Notary Public: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**NOTICE OF
FINAL ACCEPTANCE and GUARANTEE**

_____, 20__

Received this date from Pueblo West Metropolitan District, as full and final payment of the cost of the improvements, provided for in the Contract dated _____, 20__, together with all amendments, Change Orders, and additions thereto, the sum of _____ dollars (\$_____), by check, being the remainder of the full amount accruing to the undersigned by virtue of said Contract and extra work performed hereunder, said payment covering and including full payment for the cost of all work and material furnished by the undersigned in the construction of the _____ Program – 20__ and all incidentals thereto, for which the total payments have totaled _____ dollars (\$_____). The undersigned releases Pueblo West Metropolitan District from any and all additional claims whatsoever resulting from said Contract and all work performed there under.

The undersigned certifies that all persons doing work upon or furnishing materials for said improvements under the contract and all additions thereto have been paid in full, and the undersigned further certifies that all work has been completed in a workmanlike manner in conformity with the Contract.

Contractor

By

Title

APPENDIX A

NOTICE TO BIDDERS

The proposal guaranty shall be a bid bond in the amount of five-percent (5%) of the contractors total bid.

Pursuant to subsection 102.04 and 102.05, Colorado Department of Transportation Standard Specification for Road and Bridge Construction 2011, it is expected that the bidder examine the site of proposed work, the proposal, plans, specifications, suupplemental specifications, special provisions, and contract forms before submitting a proposal.

The below referenced individuals are the only representatives of the district with the authority to provide any information, clarification or interpretation regarding the plans, specifications and any other document or requirements.

Project Engineer- Dan Centa

Pueblo West Metro District
280 E McCulloch
Boulevard Pueblo West, CO
81007
(719) 547-5061

Project Manager- Shawn Winters

Pueblo West Metro District
280 E McCulloch Boulevard
Pueblo West, CO 81007
719-547-5064

UTILITIES

The known utilities within the limits of this project are:

Black Hills Energy – Electric Distribution	1-800-303-0752
Colorado Natural Gas- Gas Operations	1-800-772-7858
Qwest- US West Communications-Telephone A	1-800-526-3557
T & T –Broadband	1-719-546-1090
Pueblo West Metro District – Sanitary Sewer	1-719-547-3554
Pueblo West Metro District – Water Distribution	1-719-547-3554

The work described in these plans and specifications will require full cooperation between the Contractor and the utility companies in accordance with Subsection 105.06 in conducting their respective operations, so the utility work can be completed with minimum delay to all parties concerned. Also, in accordance with the plans and specifications, and as directed by the Engineer, the Contractor shall keep the utility company(s) advised of any work being done to their facility, so that the utility company(s) can coordinate their inspections for final acceptance of the work with the Engineer.

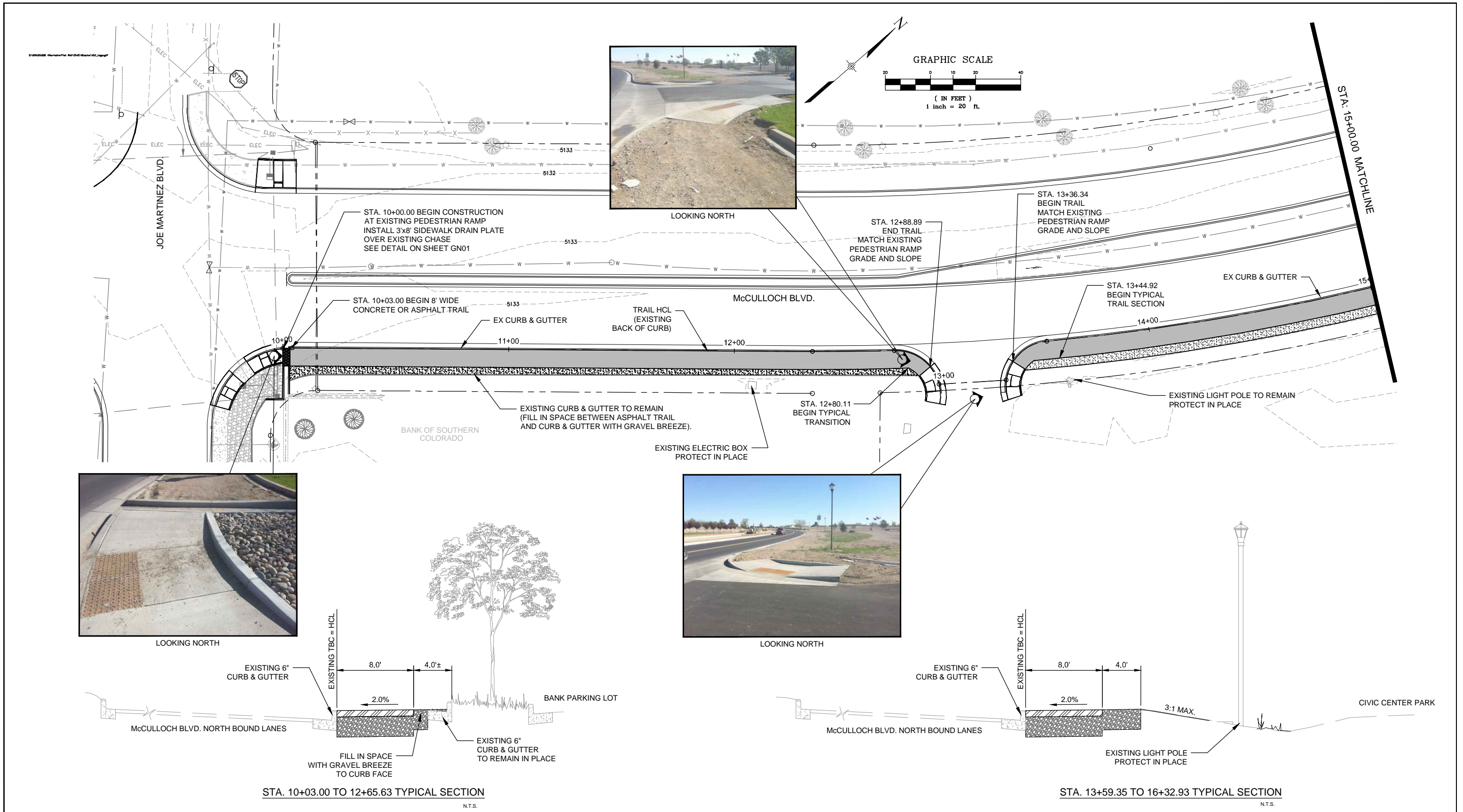
The Contractor will be required to provide traffic control for any utility work expected to be coordinated with construction, as directed by the Engineer.

GENERAL:

The Contractor shall comply with Article 1.5 of Title 9, CRS (“Excavation Requirements”) when excavating or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days, not including the actual day of notice, prior to commencing such operations. Contact the Utility Notification Center of Colorado (UNNC), use phone no. 1-800-922-1987, to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning of excavation or grading.

The locations of utility facilities as shown on the plan and profile sheets, and herein described, were obtained from the best available information.

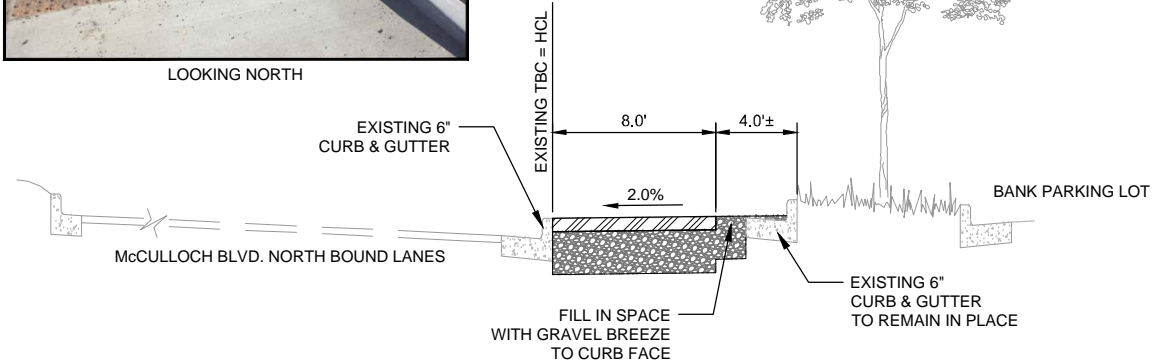
All costs incidental to the foregoing requirements will not be paid for separately but shall be include in the work.



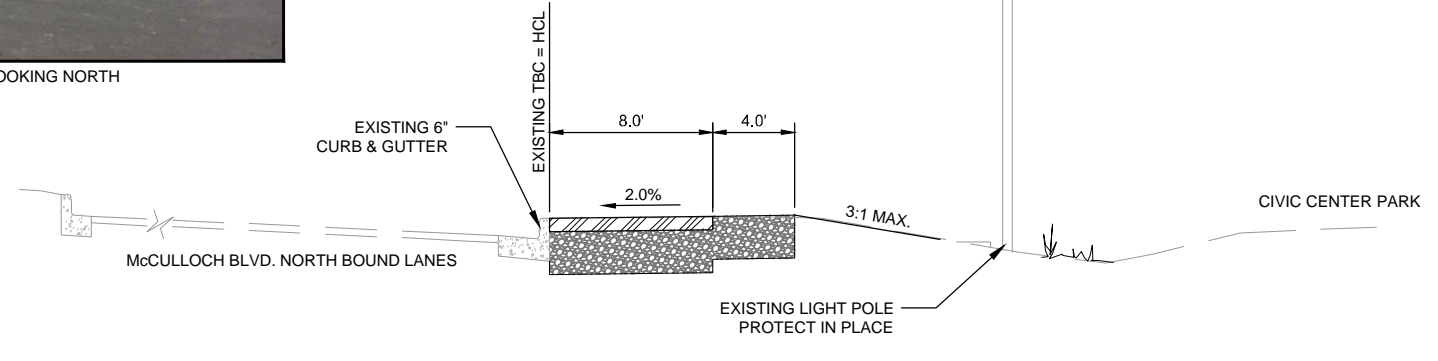
LOOKING NORTH



LOOKING NORTH

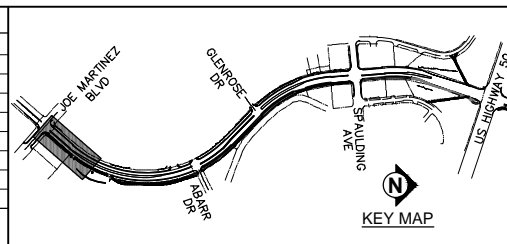


STA. 10+03.00 TO 12+65.63 TYPICAL SECTION
N.T.S.



STA. 13+59.35 TO 16+32.93 TYPICAL SECTION
N.T.S.

REVISIONS					
NO.	DATE	BY	DESCRIPTION	APPROVED BY:	DATE



FOR AND ON BEHALF OF
MATRIX DESIGN GROUP, INC.

Matrix
DESIGN GROUP

503 N Main Street, Suite 127
Pueblo, CO 81003
Phone 719-744-0300
Fax 719-575-0208



PUEBLO WEST METROPOLITAN DISTRICT

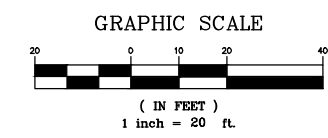
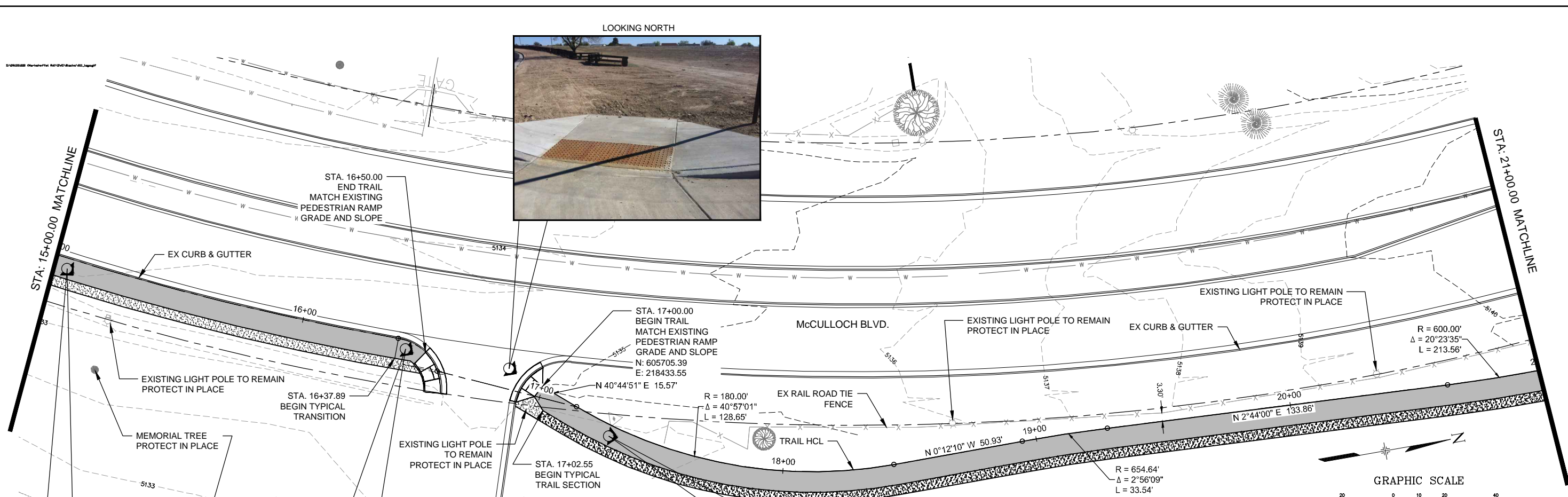
MAIN McCULLOCH NORTH TRAIL

TRAIL ALIGNMENT
PLAN AND SECTION
STA: 10+00.00 TO STA: 15+00.00

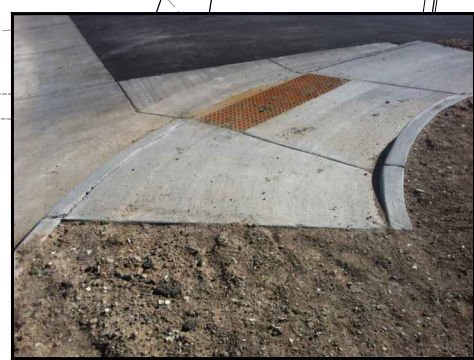
DESIGNED BY: MAK	SCALE: HORIZ: 1" = 20'	DATE ISSUED: APRIL, 2013
DRAWN BY: MAK	VERT: N/A	SHEET NO. 3 OF 13
CHECKED BY: REP		

PS01

LOOKING NORTH



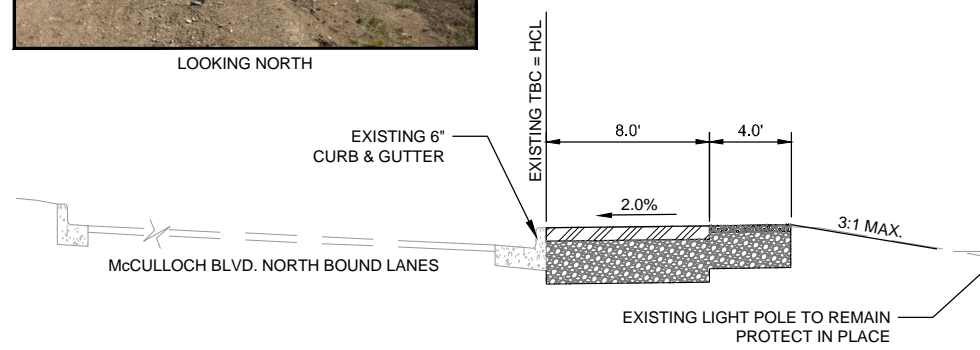
LOOKING NORTH



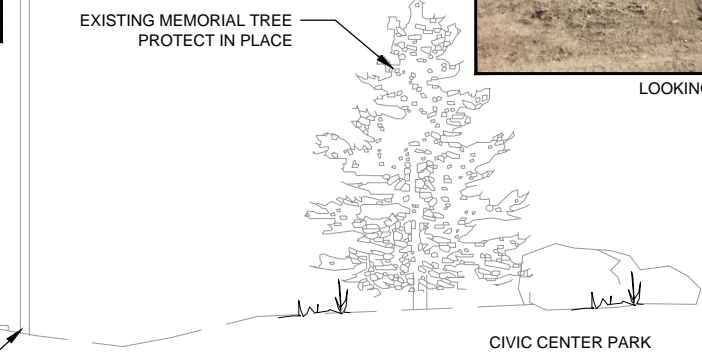
LOOKING NORTH



LOOKING NORTH

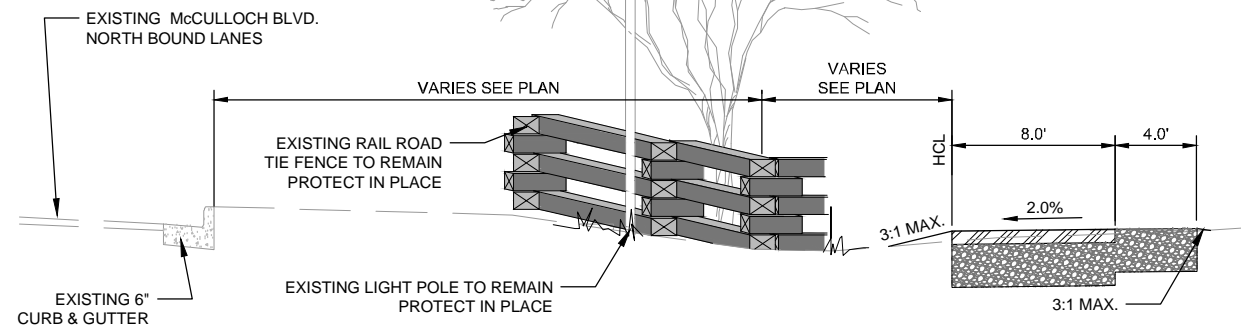


STA. 13+59.35 TO 16+32.93 TYPICAL SECTION
N.T.S.



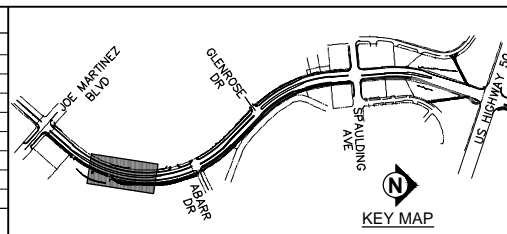
EXISTING MEMORIAL TREE
PROTECT IN PLACE

CIVIC CENTER PARK



STA. 17+05.24 TO 24+56.70 TYPICAL SECTION
N.T.S.

REVISIONS					
NO.	DATE	BY	DESCRIPTION	APPROVED BY:	DATE



KEY MAP



503 N Main Street, Suite 127
Pueblo, CO 81003
Phone 719-744-0300
Fax 719-575-0208

FOR AND ON BEHALF OF
MATRIX DESIGN GROUP, INC.



Pueblo West
COLORADO

PUEBLO WEST METROPOLITAN DISTRICT

MAIN McCULLOCH NORTH TRAIL

TRAIL ALIGNMENT

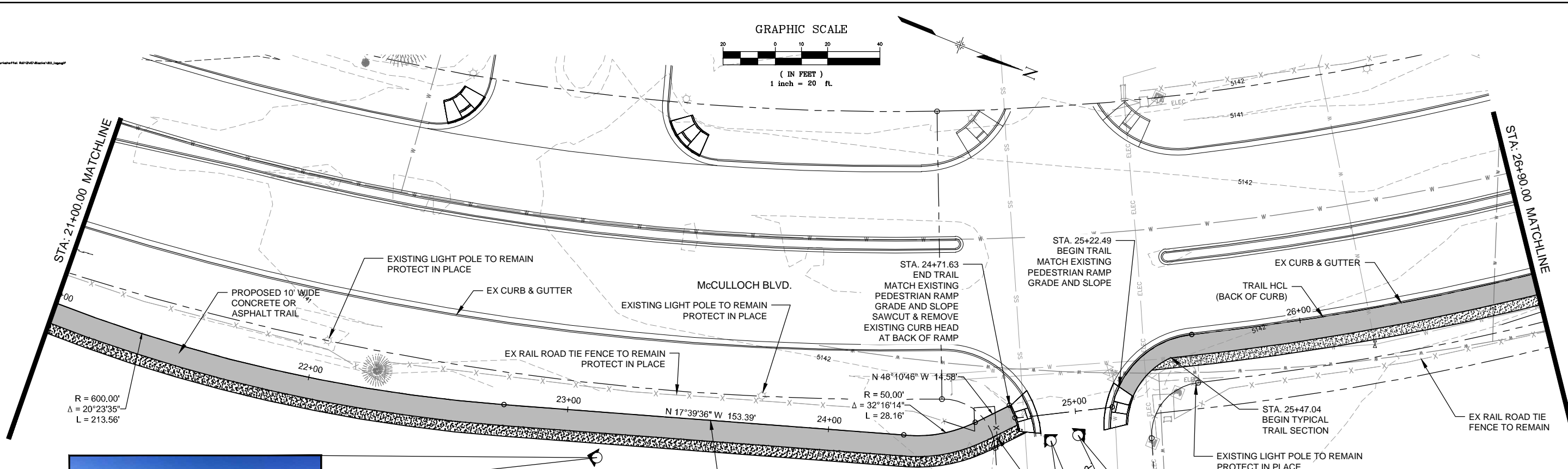
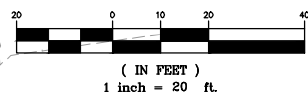
PLAN AND SECTION

STA: 15+00.00 TO STA: 21+00.00

DESIGNED BY: MAK	SCALE: HORIZ: 1" = 20'	DATE ISSUED: APRIL, 2013
DRAWN BY: MAK	VERT: N/A	SHEET NO. 4 OF 13
CHECKED BY: REP		

PS02

GRAPHIC SCALE



LOOKING SOUTH



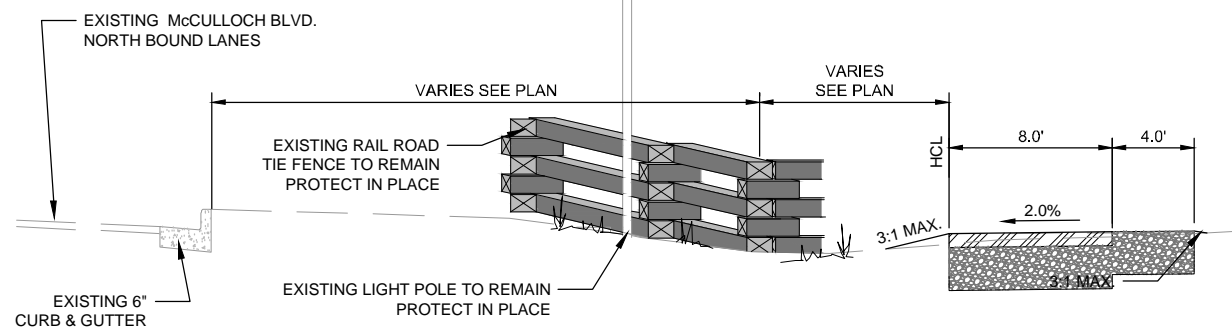
LOOKING NORTH



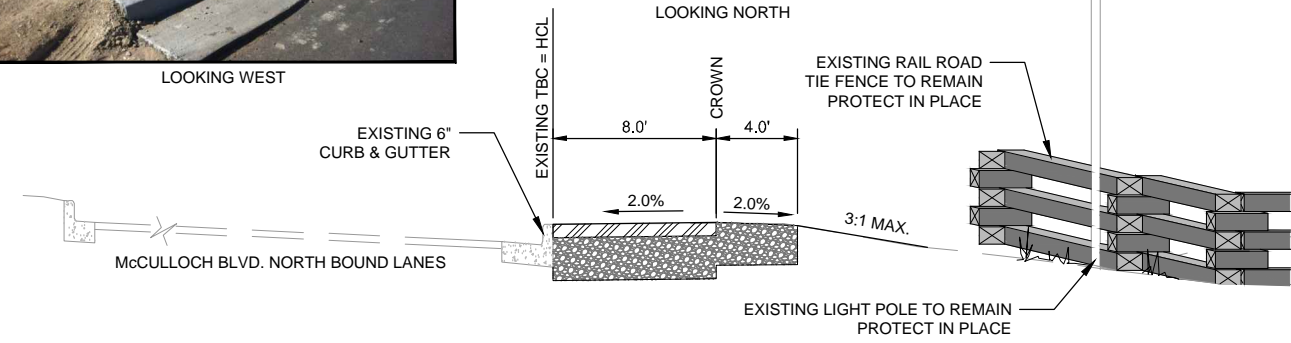
LOOKING WEST



LOOKING NORTH

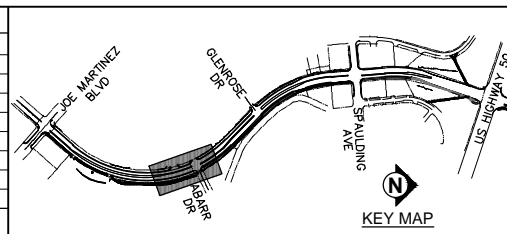


STA. 17+05.24 TO 24+56.70 TYPICAL SECTION
N.T.S.



STA. 25+72.13 TO 40+77.70 TYPICAL SECTION
N.T.S.

REVISIONS					
NO.	DATE	BY	DESCRIPTION	APPROVED BY:	DATE



Matrix DESIGN GROUP
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 Pueblo, CO 81003
 Phone 719-744-0300
 Fax 719-575-0208

FOR AND ON BEHALF OF
 MATRIX DESIGN GROUP, INC.

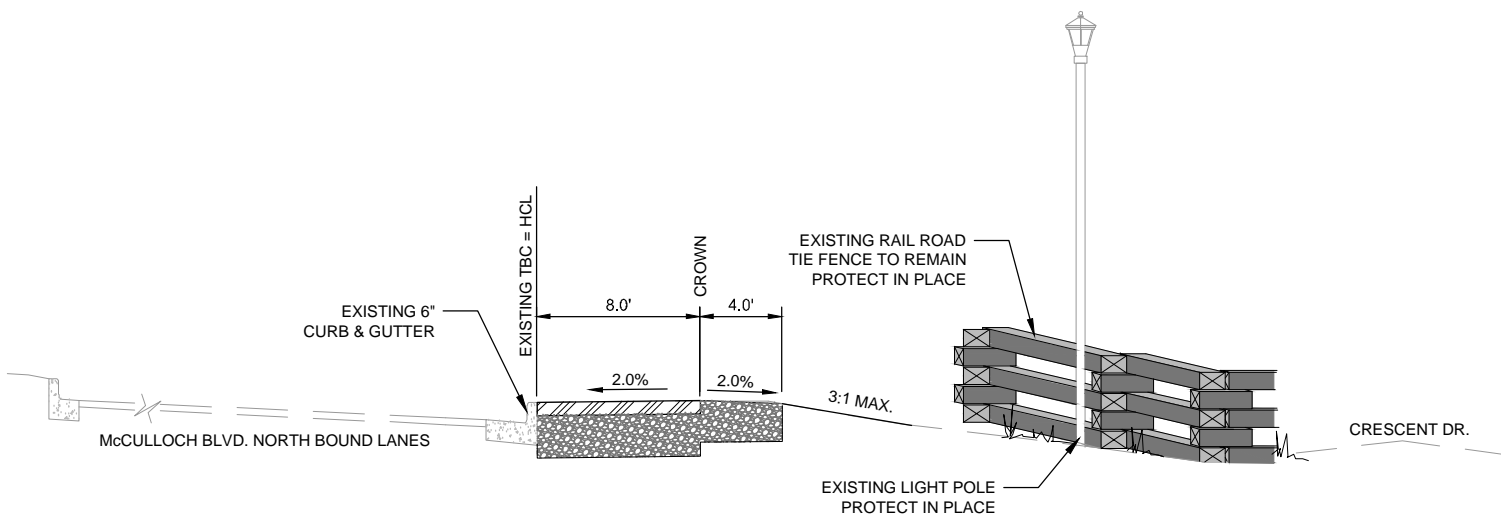
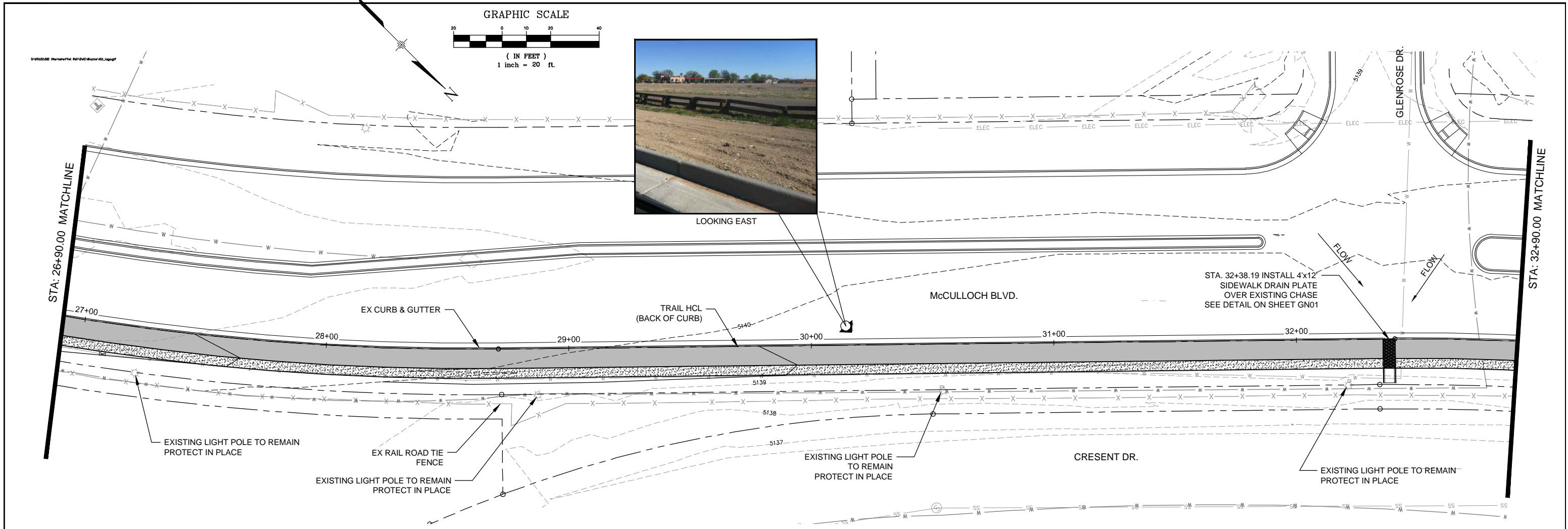


PUEBLO WEST METROPOLITAN DISTRICT

MAIN McCULLOCH NORTH TRAIL
 TRAIL ALIGNMENT
 PLAN AND SECTION
 STA: 21+00.00 TO STA: 26+90.00

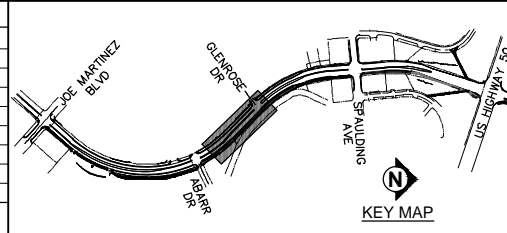
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 DRAWN BY: MAK CHECKED BY: REP SHEET NO. 5 OF 13

PS03



STA. 25+72.13 TO 40+77.70 TYPICAL SECTION
N.T.S.

REVISIONS					
NO.	DATE	BY	DESCRIPTION	APPROVED BY:	DATE



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 Pueblo, CO 81003
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FOR AND ON BEHALF OF
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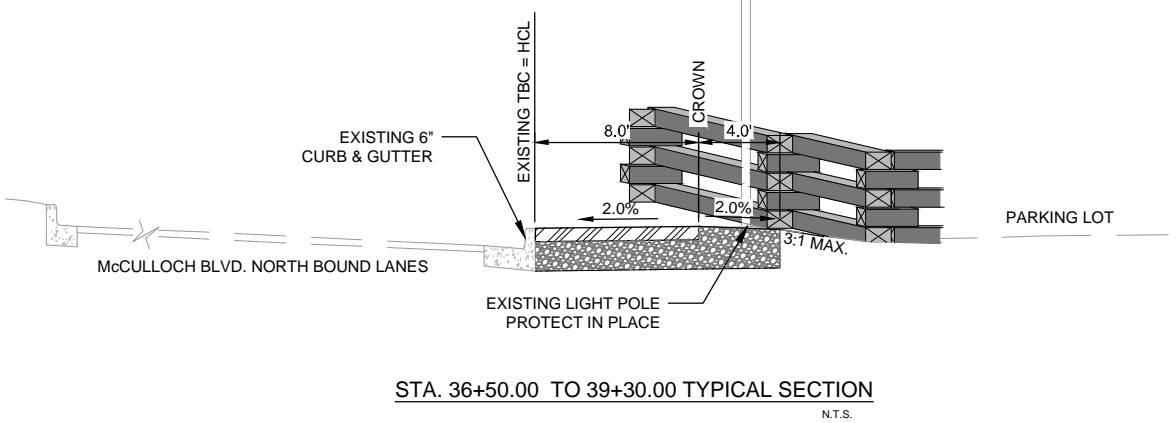
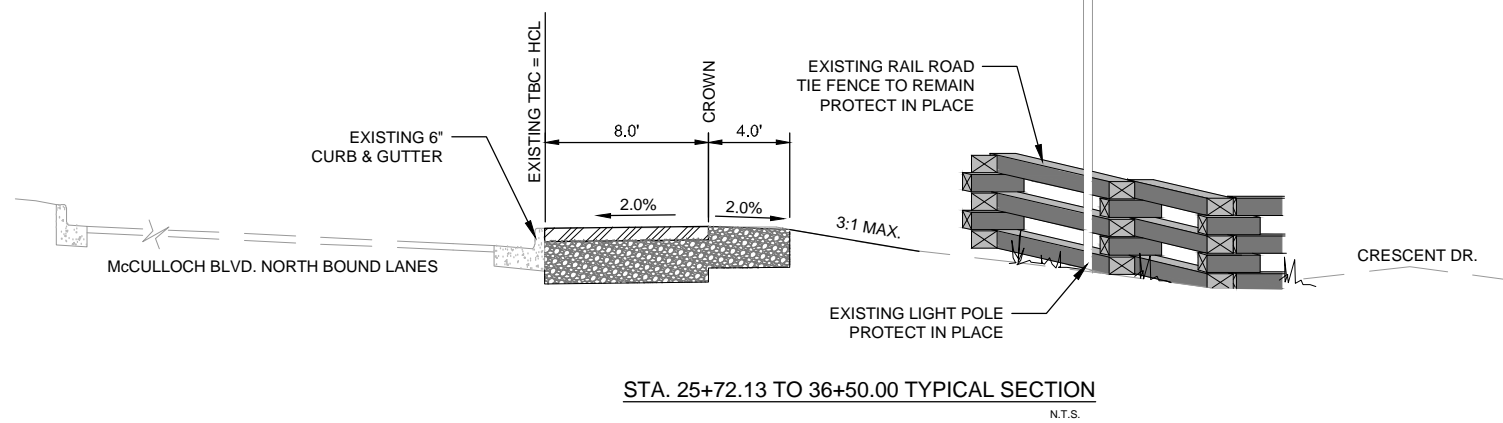
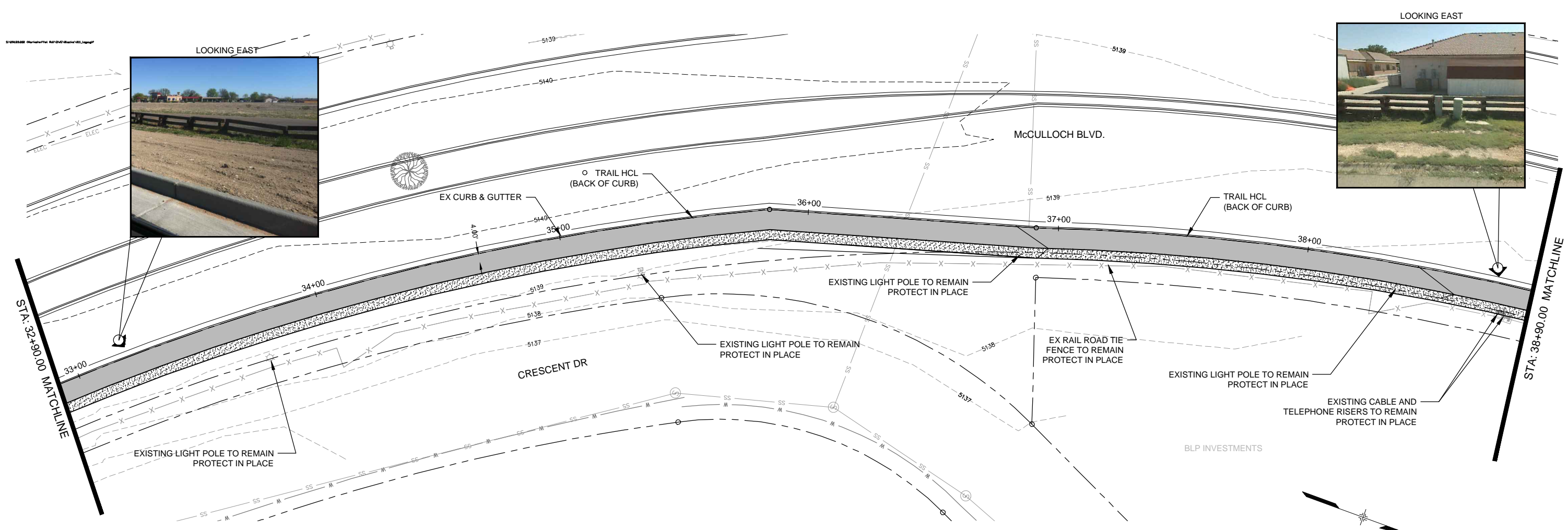
PUEBLO WEST METROPOLITAN DISTRICT

MAIN McCULLOCH NORTH TRAIL

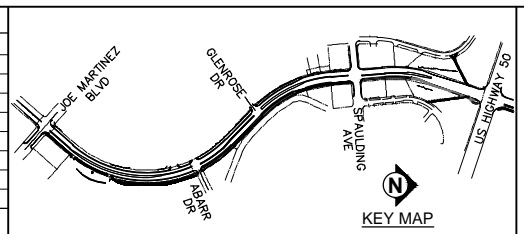
TRAIL ALIGNMENT
 PLAN AND SECTION
 STA: 26+90.00 TO STA: 32+90.00

DESIGNED BY: MAK	SCALE: HORIZ: 1" = 20'	DATE ISSUED: APRIL, 2013
DRAWN BY: MAK	VERT: N/A	SHEET NO. 6 OF 13
CHECKED BY: REP		

PS04



REVISIONS					
NO.	DATE	BY	DESCRIPTION	APPROVED BY:	DATE



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 503 N Main Street, Suite 127
 Pueblo, CO 81003
 Phone 719-744-0300
 Fax 719-575-0208

FOR AND ON BEHALF OF
 MATRIX DESIGN GROUP, INC.



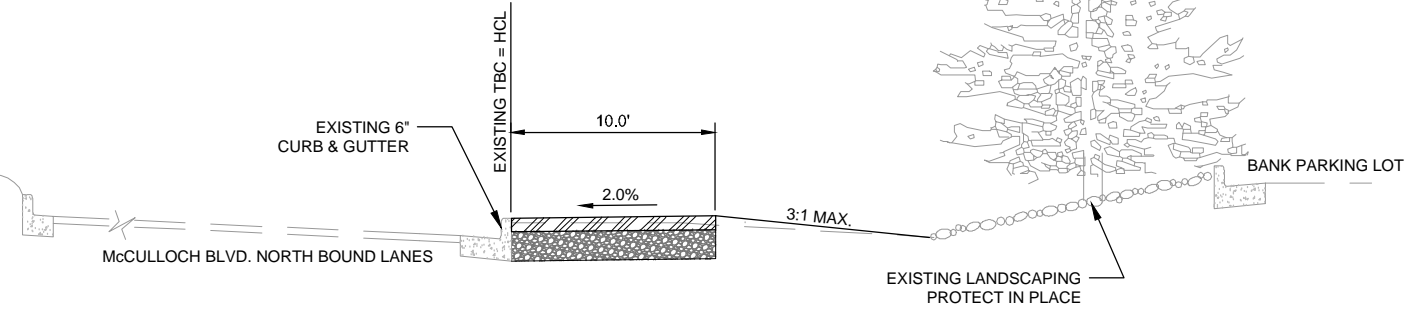
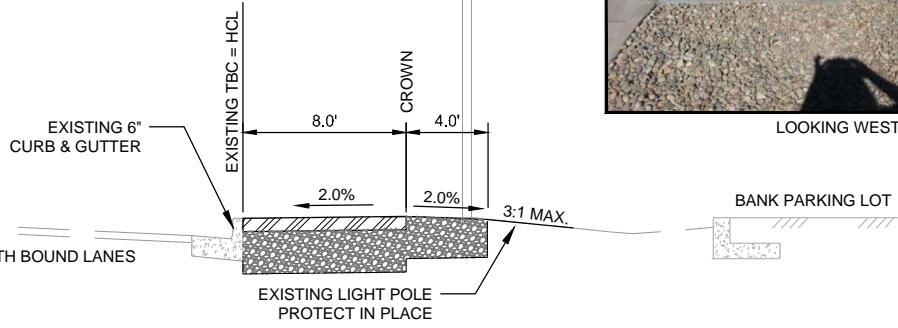
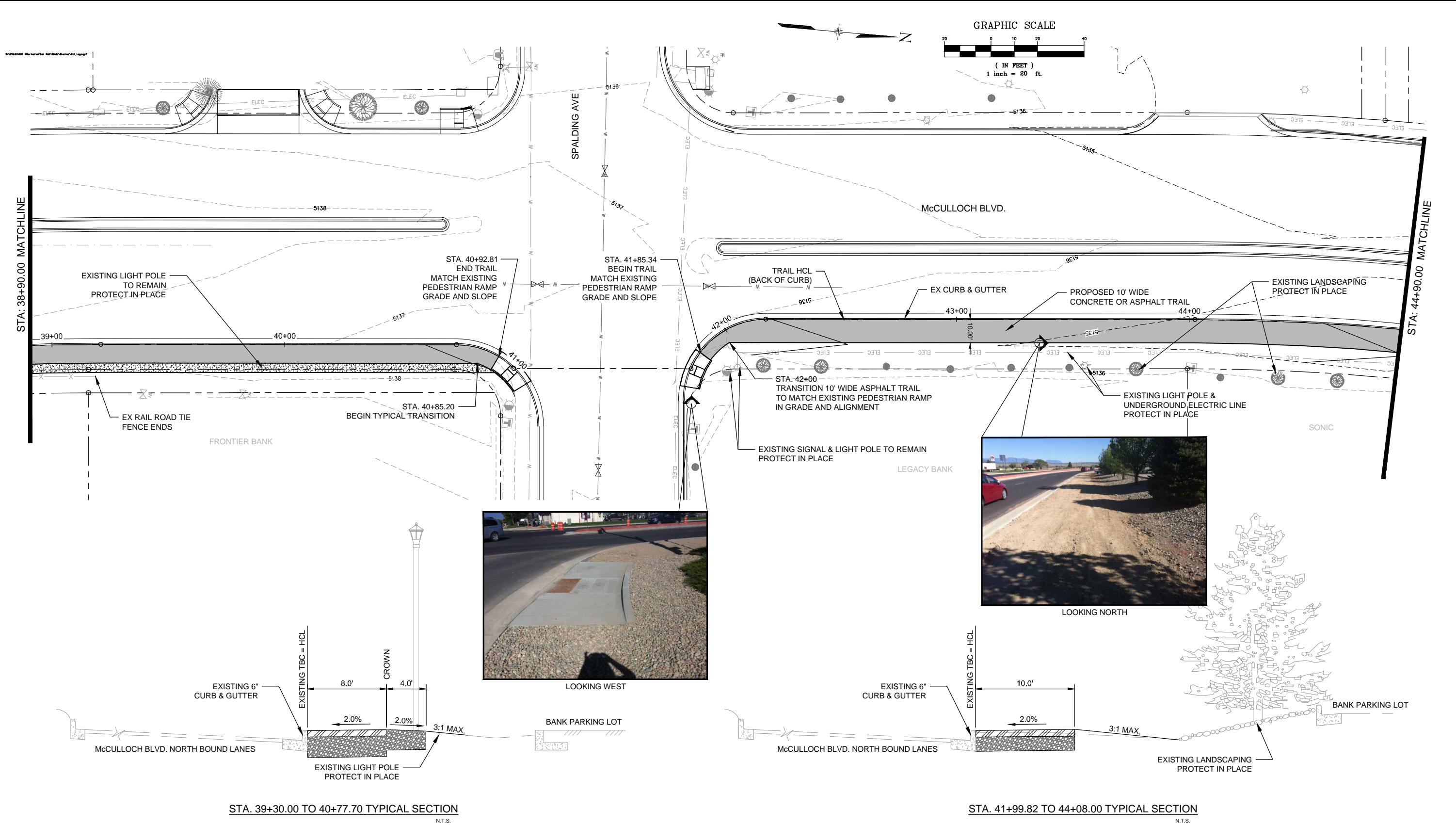
PUEBLO WEST METROPOLITAN DISTRICT

MAIN McCULLOCH NORTH TRAIL

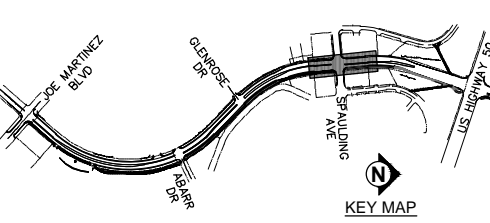
TRAIL ALIGNMENT
 PLAN AND SECTION
 STA: 32+90.00 TO STA: 38+90.00

DESIGNED BY: MAK SCALE: DATE ISSUED: APRIL, 2013
 DRAWN BY: MAK HORIZ: 1" = 20' SHEET NO. 7 OF 13
 CHECKED BY: REP VERT: N/A

PS05



REVISIONS					
NO.	DATE	BY	DESCRIPTION	APPROVED BY:	DATE



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503 N Main Street, Suite 127
Pueblo, CO 81003
Phone 719-744-0300
Fax 719-575-0208

FOR AND ON BEHALF OF
MATRIX DESIGN GROUP, INC.



PUEBLO WEST METROPOLITAN DISTRICT

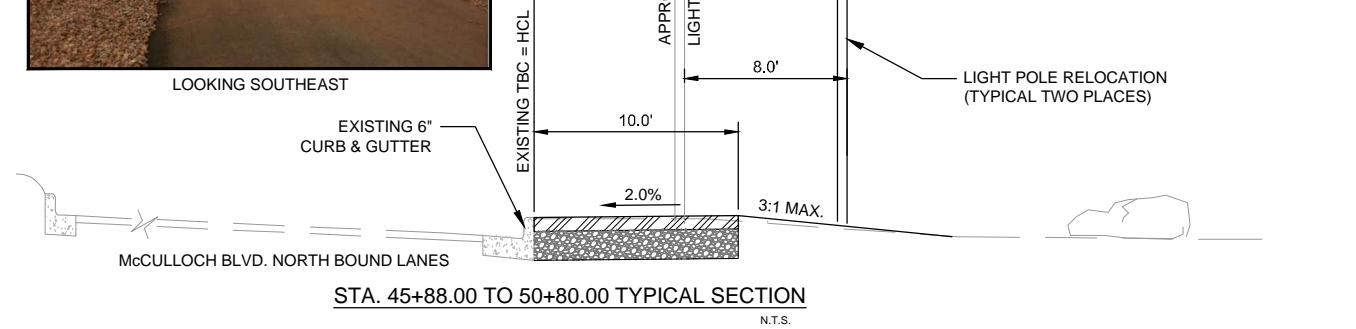
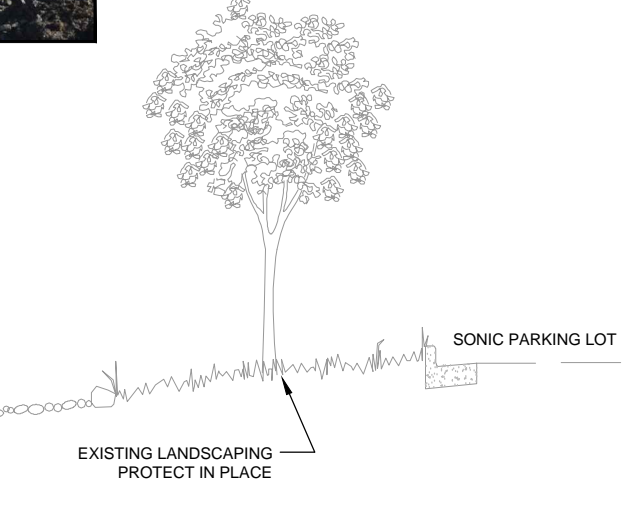
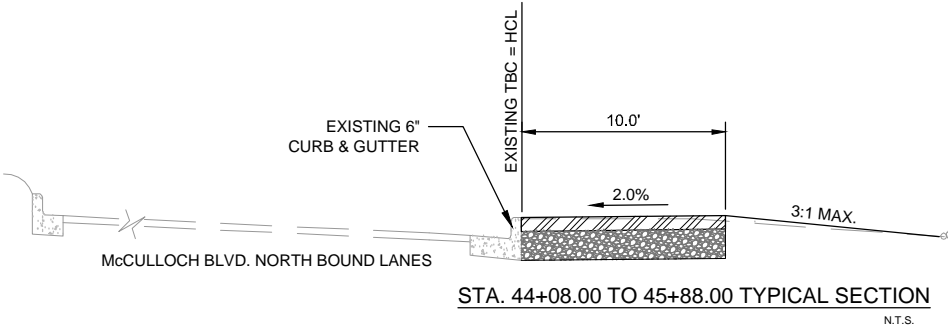
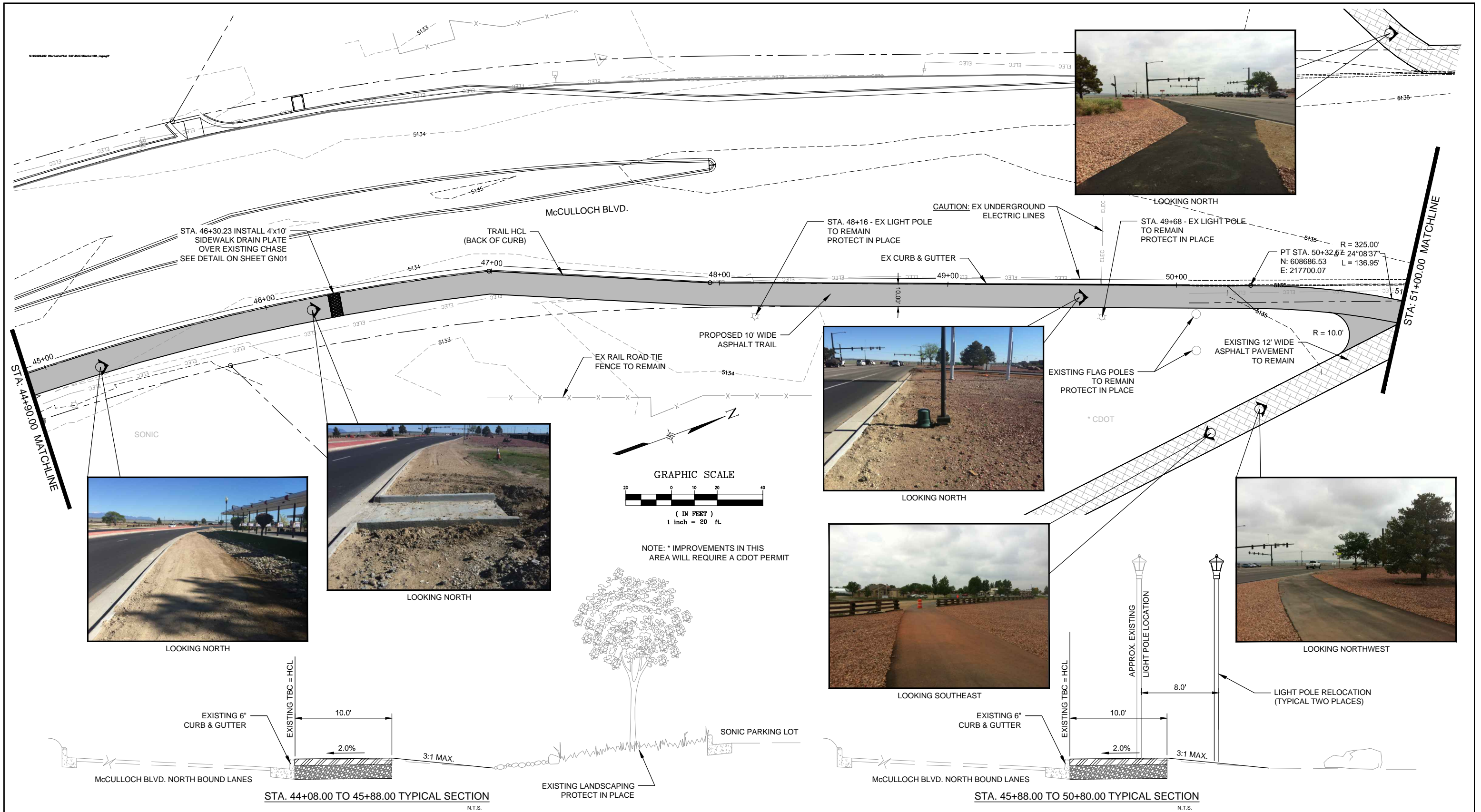
MAIN McCULLOCH NORTH TRAIL

TRAIL ALIGNMENT PLAN AND SECTION

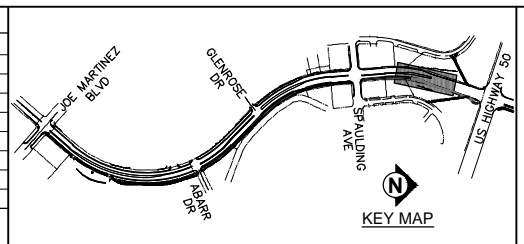
STA: 38+90.00 TO STA: 44+90.00

DESIGNED BY: MAK SCALE: HORIZ: 1" = 20' DATE ISSUED: APRIL, 2013
DRAWN BY: MAK VERT: N/A SHEET NO. 8 OF 13
CHECKED BY: REP

PS06



REVISIONS					
NO.	DATE	BY	DESCRIPTION	APPROVED BY:	DATE



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 503 N Main Street, Suite 127
 Pueblo, CO 81003
 Phone 719-744-0300
 Fax 719-575-0208

FOR AND ON BEHALF OF
 MATRIX DESIGN GROUP, INC.



PUEBLO WEST METROPOLITAN DISTRICT

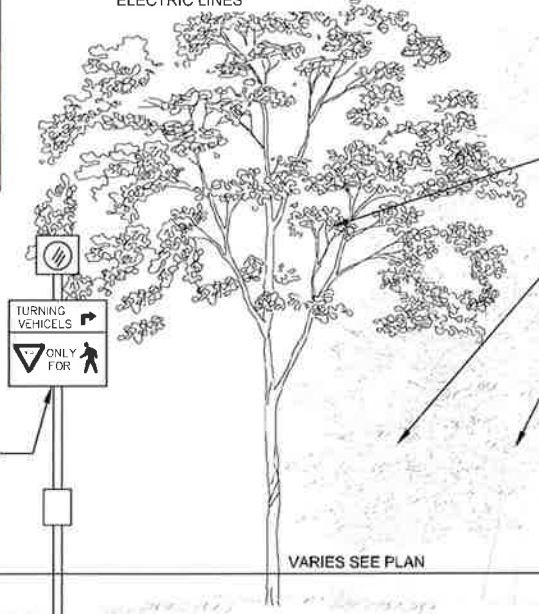
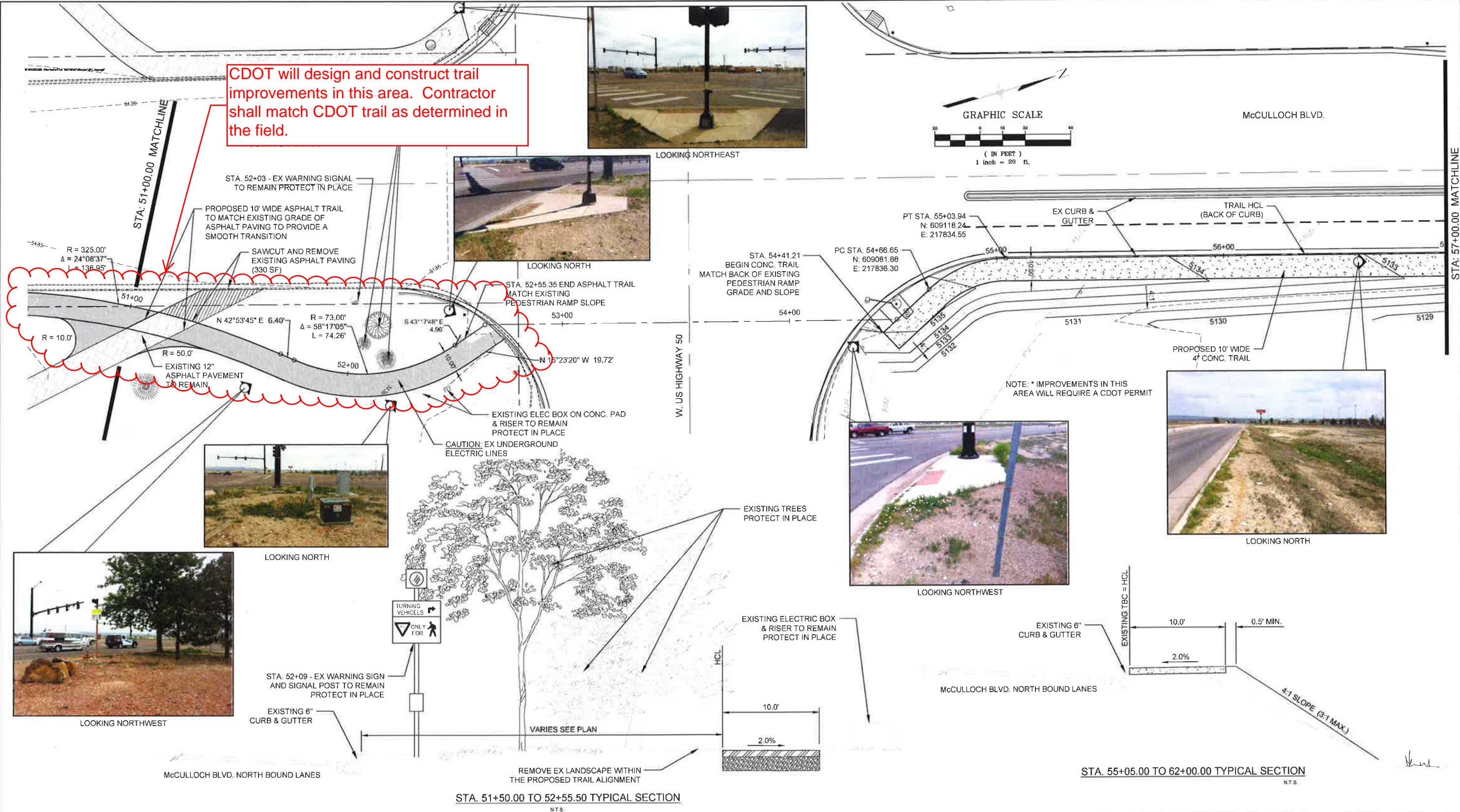
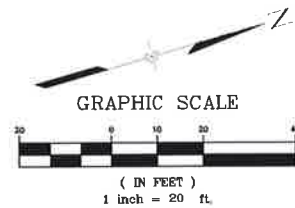
MAIN McCULLOCH NORTH TRAIL

TRAIL ALIGNMENT
 PLAN AND SECTION
 STA: 44+900.00 TO STA: 51+00.00

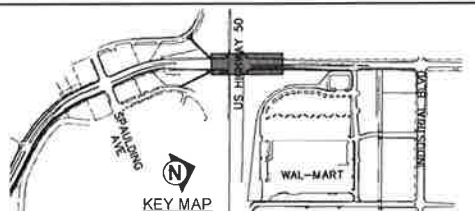
DESIGNED BY: MAK SCALE: HORIZ: 1" = 20' DATE ISSUED: APRIL, 2013
 DRAWN BY: MAK VERT: N/A SHEET NO. 9 OF 13
 CHECKED BY: REP

PS07

CDOT will design and construct trail improvements in this area. Contractor shall match CDOT trail as determined in the field.



NO.	DATE	BY	REVISIONS DESCRIPTION	APPROVED BY:	DATE



Matrix DESIGN GROUP
 503 N Main Street, Suite 127
 Pueblo, CO 81003
 Phone 719-744-0300
 Fax 719-575-0208

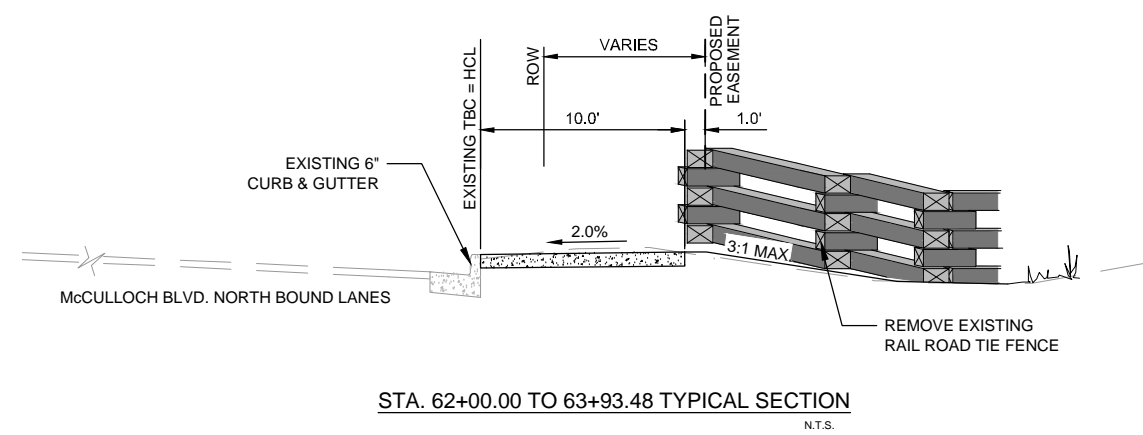
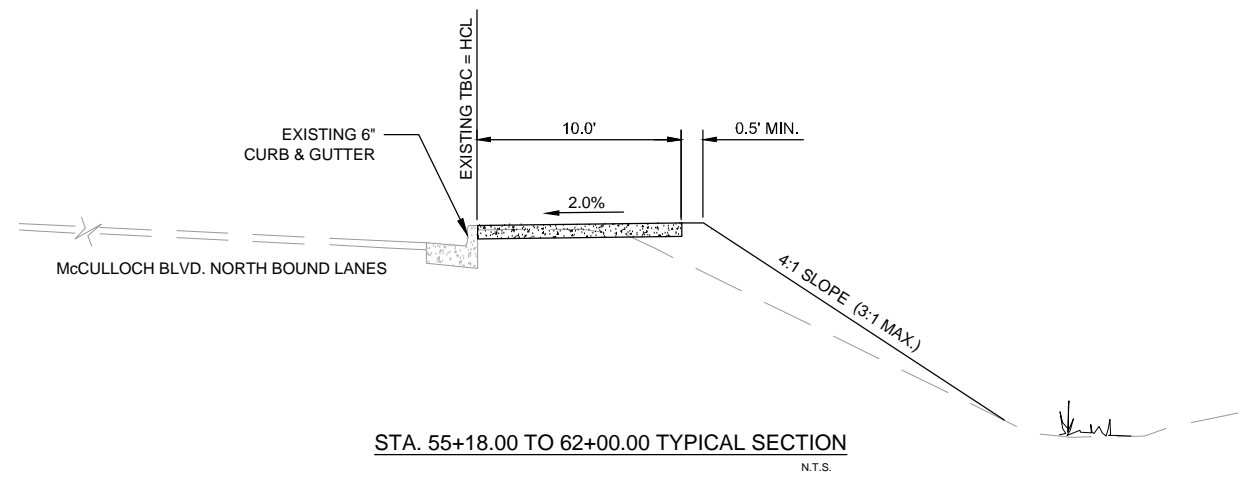
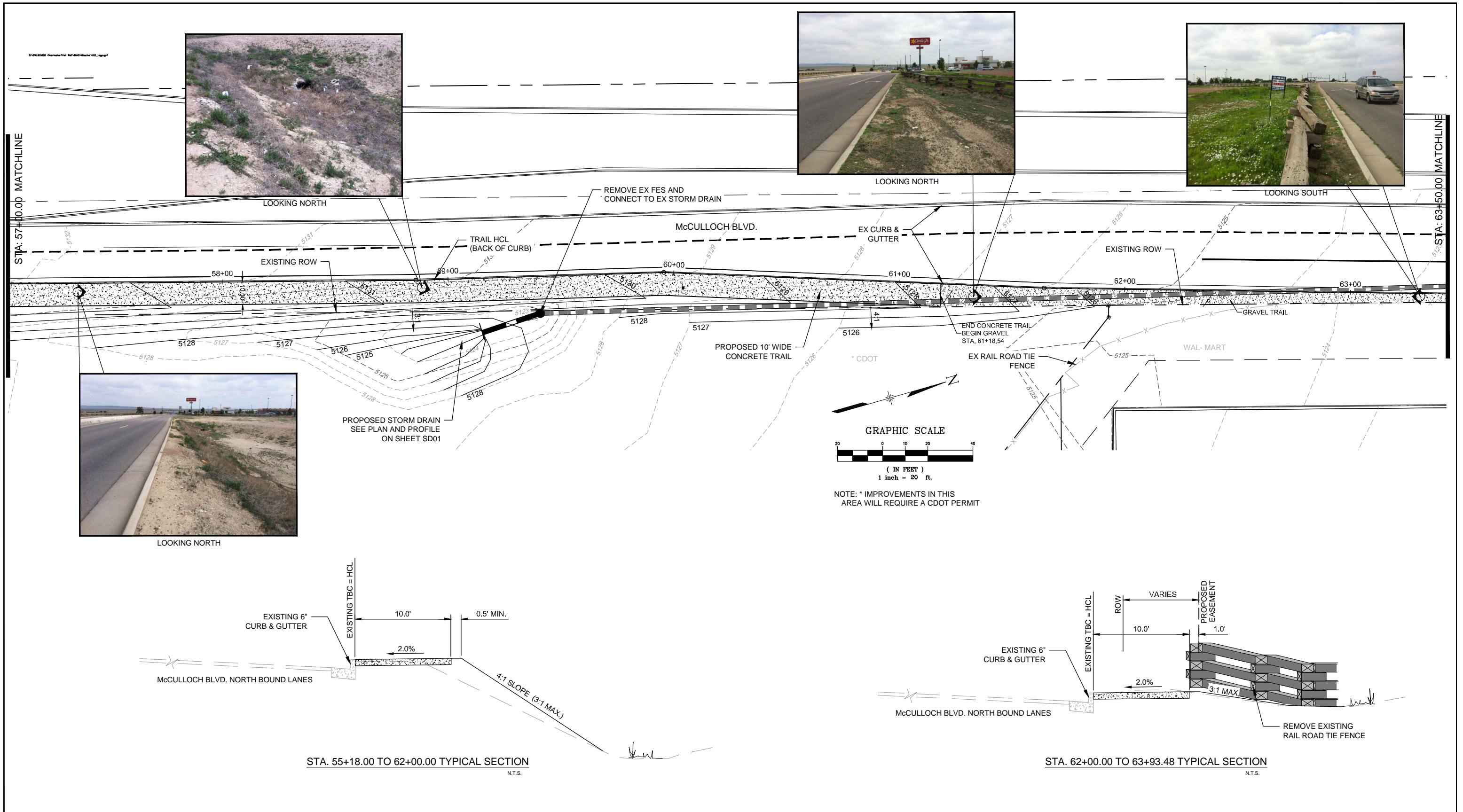
FOR AND ON BEHALF OF
 MATRIX DESIGN GROUP, INC.

Pueblo West METROPOLITAN DISTRICT

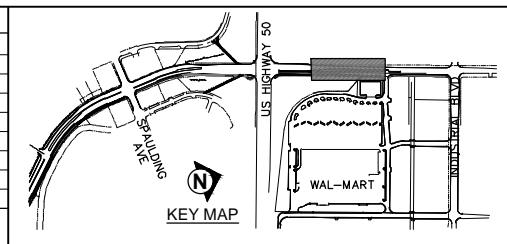
MAIN McCULLOCH NORTH TRAIL
 TRAIL ALIGNMENT
 PLAN AND SECTION
 STA: 51+00.00 TO STA: 57+00.00

DESIGNED BY: MAK SCALE: HORIZ: 1" = 20' DATE ISSUED: APRIL, 2013
 DRAWN BY: MAK VERT: N/A SHEET NO. 10 OF 13
 CHECKED BY: REP

PS08



REVISIONS					
NO.	DATE	BY	DESCRIPTION	APPROVED BY:	DATE



Matrix DESIGN GROUP

503 N Main Street, Suite 127
 Pueblo, CO 81003
 Phone 719-744-0300
 Fax 719-575-0208

FOR AND ON BEHALF OF
 MATRIX DESIGN GROUP, INC.



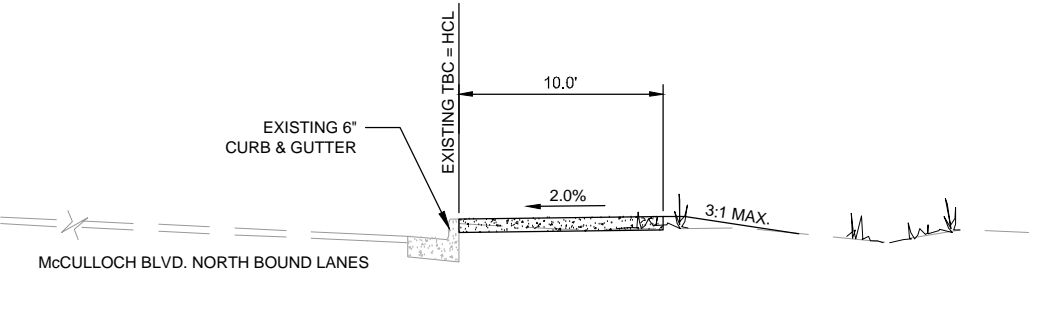
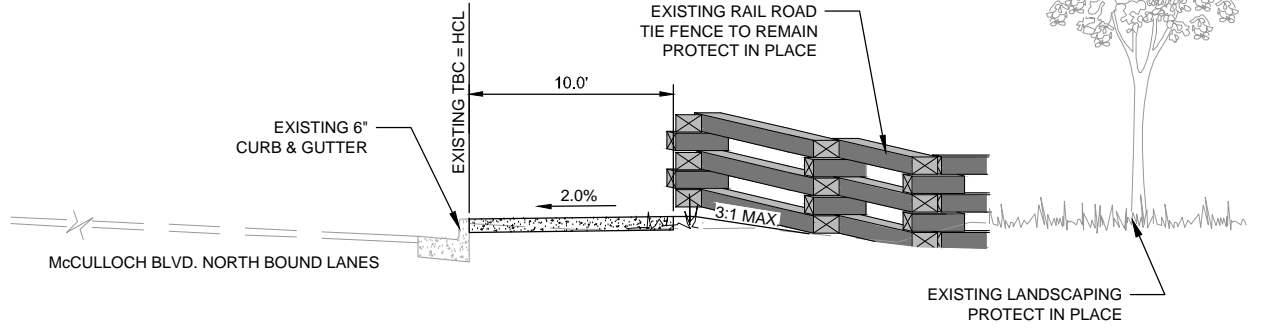
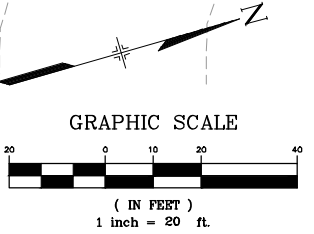
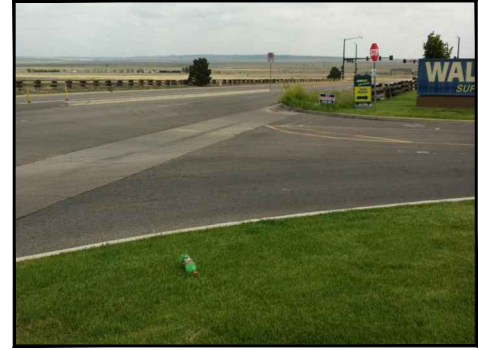
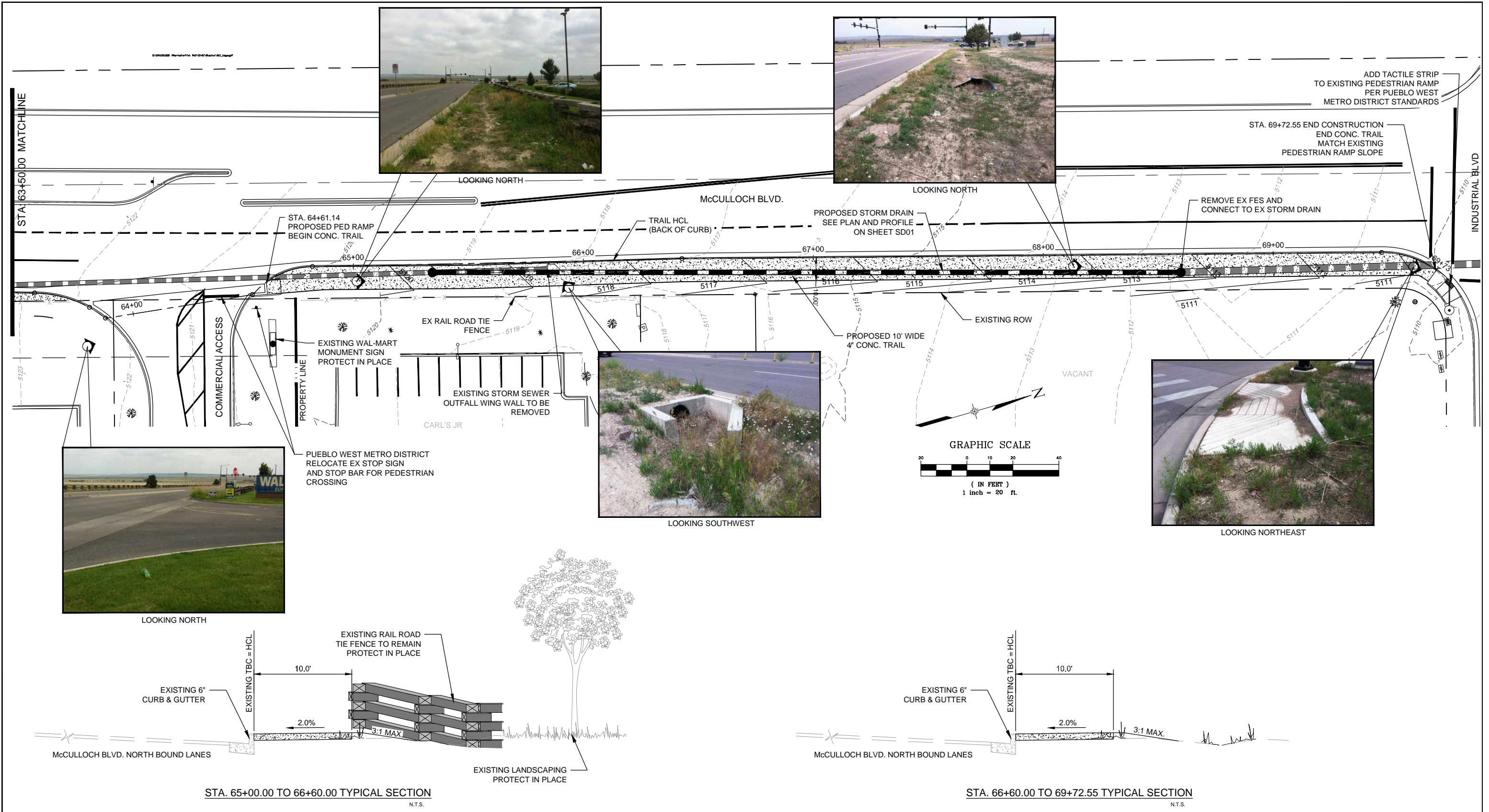
PUEBLO WEST METROPOLITAN DISTRICT

MAIN McCULLOCH NORTH TRAIL

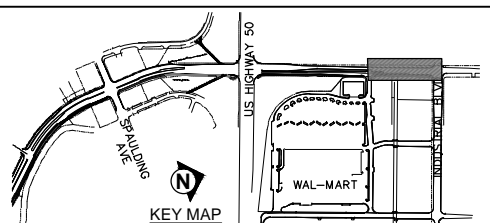
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 PLAN AND SECTION
 STA: 57+00.00 TO STA: 63+50.00

DESIGNED BY: MAK SCALE: HORIZ: 1" = 20' DATE ISSUED: APRIL, 2013
 DRAWN BY: MAK VERT: N/A SHEET NO. 11 OF 13
 CHECKED BY: REP

PS09



REVISIONS					
NO.	DATE	BY	DESCRIPTION	APPROVED BY:	DATE



Matrix DESIGN GROUP
 503 N Main Street, Suite 127
 Pueblo, CO 81003
 Phone 719-744-0300
 Fax 719-575-0208

FOR AND ON BEHALF OF
 MATRIX DESIGN GROUP, INC.



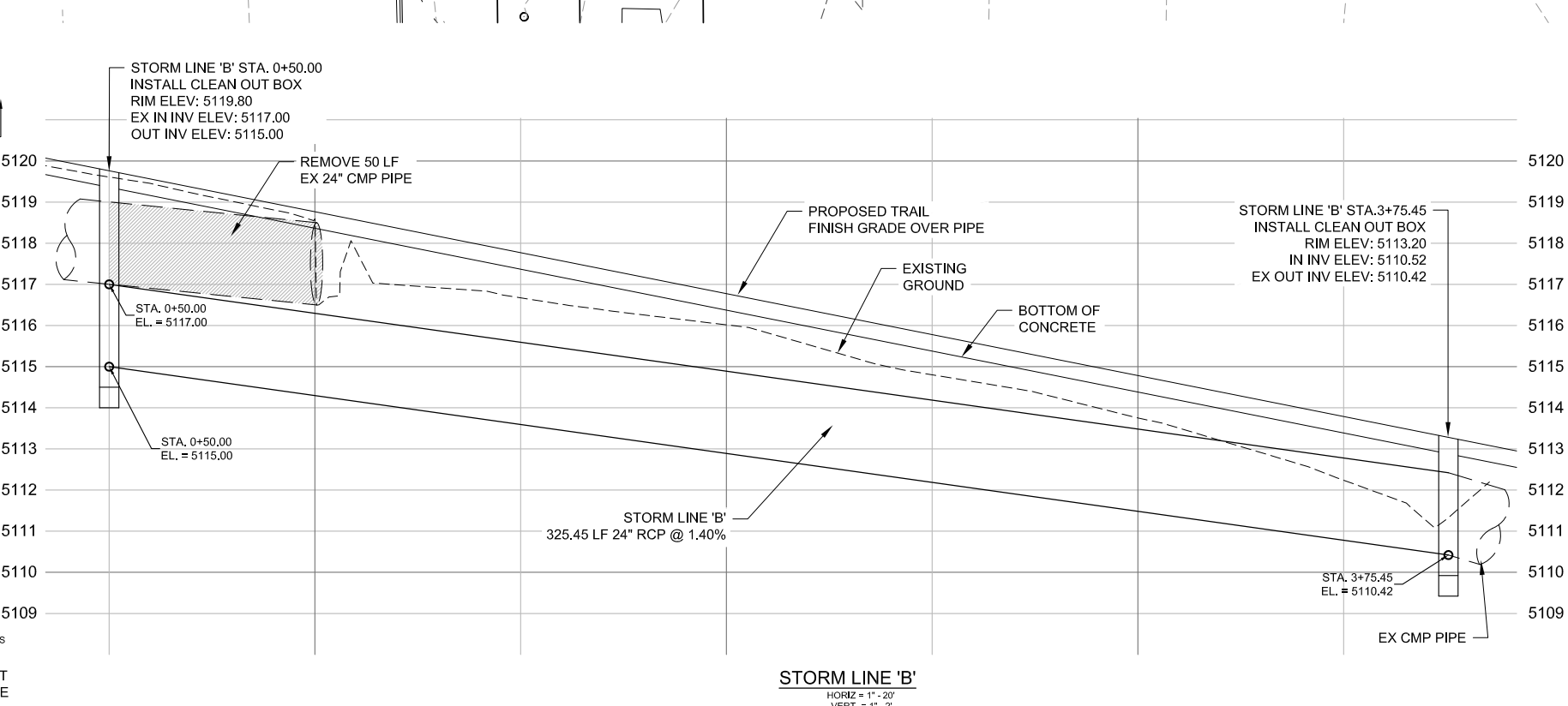
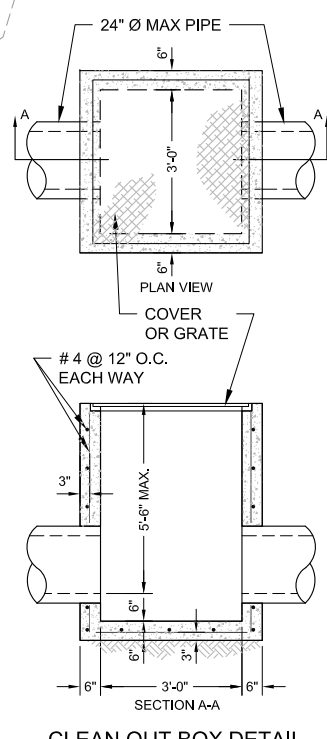
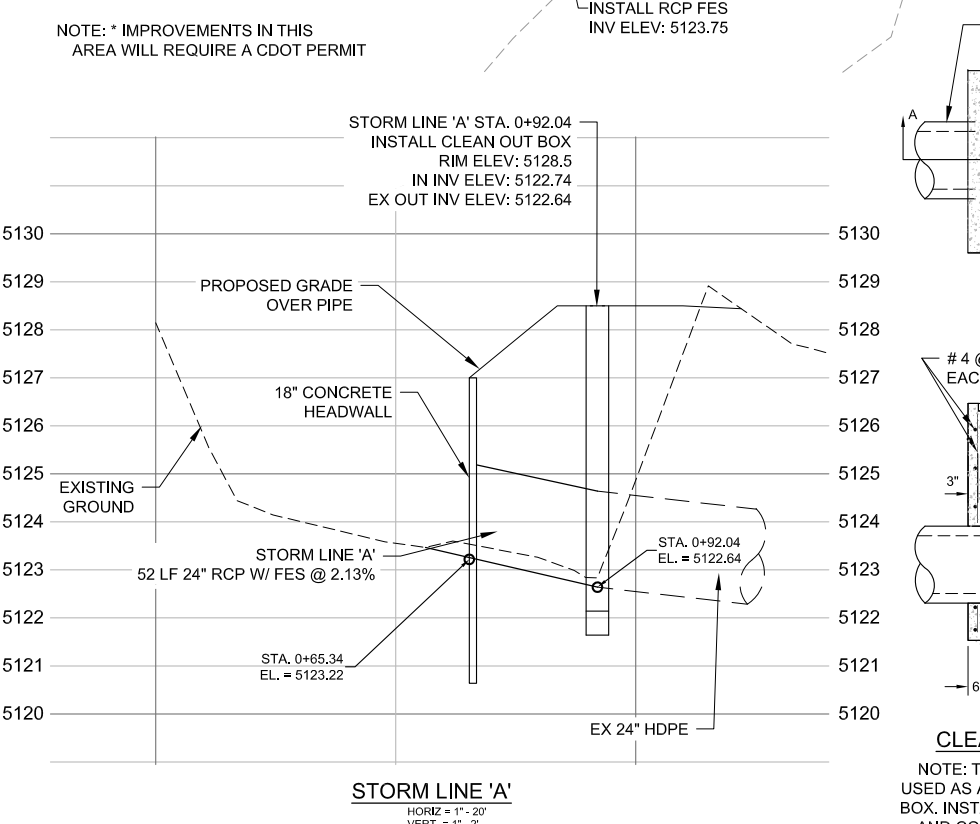
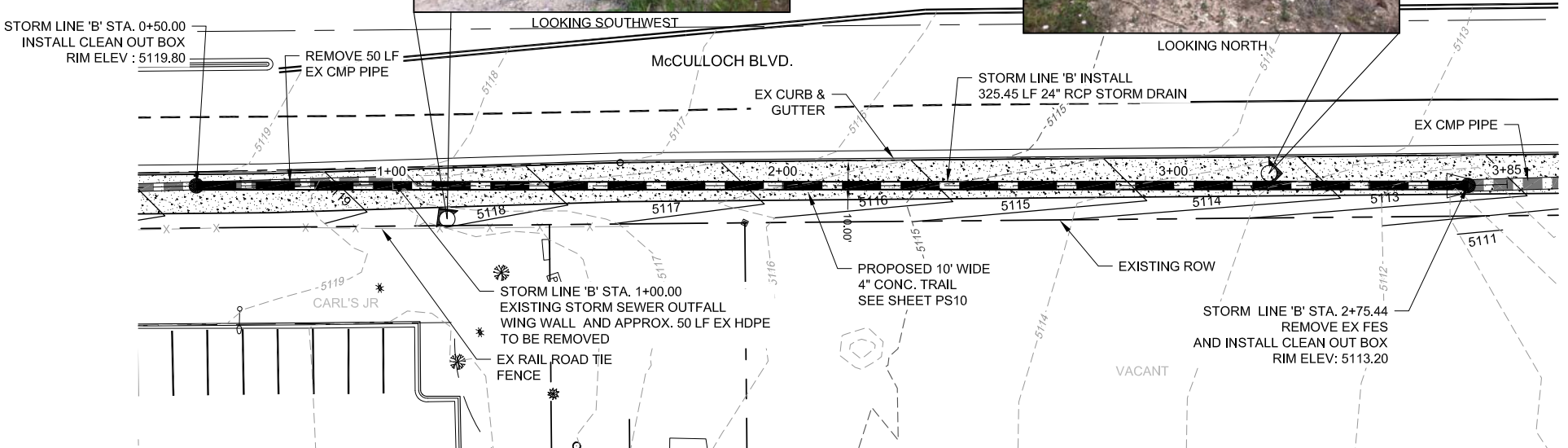
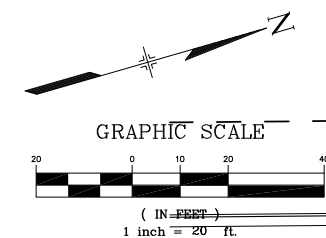
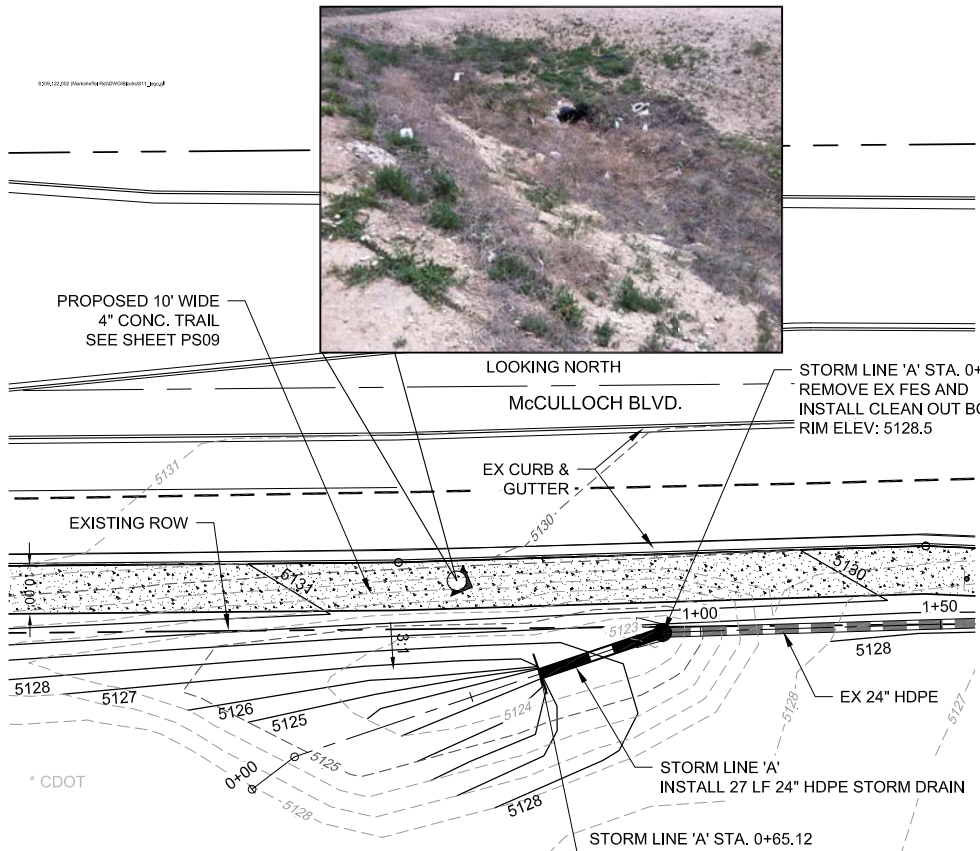
PUEBLO WEST METROPOLITAN DISTRICT

MAIN McCULLOCH NORTH TRAIL

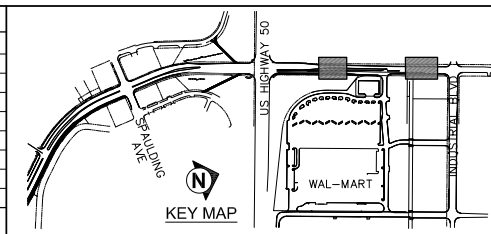
TRAIL ALIGNMENT
 PLAN AND SECTION
 STA: 63+50.00 TO STA: 69+72.55

DESIGNED BY: MAK SCALE: HORIZ: 1" = 20' DATE ISSUED: APRIL, 2013
 DRAWN BY: MAK VERT: N/A SHEET NO. 12 OF 13
 CHECKED BY: REP

PS10



REVISIONS					
NO.	DATE	BY	DESCRIPTION	APPROVED BY:	DATE



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FOR AND ON BEHALF OF
 MATRIX DESIGN GROUP, INC.



PUEBLO WEST METROPOLITAN DISTRICT

MAIN McCULLOCH NORTH TRAIL

**STORM DRAIN
 PLAN AND PROFILE**

DESIGNED BY: MAK SCALE: APRIL, 2013
 DRAWN BY: MAK HORIZ: 1" = 20' SHEET NO.13 OF 13
 CHECKED BY: REP VERT: N/A

SD01

REVISION OF SECTION 105
CONSTRUCTION SURVEYING

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

In subsection 105.13, delete (a) and replace with the following:

- (a) *Contractor Surveying.* When the bid schedule contains pay item 625, Construction Surveying, the Department will provide control points and bench marks as described in the Contract. The Contractor shall furnish and set construction stakes establishing lines and grades in accordance with the provisions of Section 625. The Engineer may order extra surveying which will be paid for at a negotiated rate not to exceed \$150 per hour.

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

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

REVISION OF SECTION 106
BUY AMERICA REQUIREMENTS

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

Subsection 106.11 shall include the following:

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

REVISION OF SECTION 106
CERTIFICATES OF COMPLIANCE AND
CERTIFIED TEST REPORTS

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

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

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

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

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

REVISION OF SECTION 106
MATERIAL SOURCES

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

In subsection 106.02 (a), delete the third paragraph and replace with the following:

The Contract will indicate whether the Department has or has not obtained the necessary County or City Zoning Clearance and the required permit from Colorado Department of Natural Resources needed to explore and remove materials from the available source. If the Department did not obtain the necessary clearances or permits, the Contractor shall obtain them. Any delays to the project or additional expenses that are incurred while these clearances or permits are being obtained shall be the responsibility of the Contractor. The Contractor shall ensure that the requirements of the permits do not conflict with the pit construction and reclamation requirements shown in the Contract for the available source.

In subsection 106.02 (b), delete the first paragraph and replace with the following:

(b) *Contractor Source.* Sources of sand, gravel, or borrow other than available sources will be known as contractor sources. The contractor source will be tested by the Department and approved by the Engineer prior to incorporation of the material into the project. If the submitted materials do not meet the contract specifications it will become the Contractor's responsibility to re-sample and test the material. The Contractor will supply the Department with passing test results from an AASHTO accredited laboratory and signed and sealed by a Professional Engineer. If requested by the Engineer, the Department will then re-sample and re-test the material for compliance to the contract specifications. The Contractor shall produce material which meets contract specifications throughout construction of the project.

The cost of sampling, testing, and corrective action by the Contractor will not be paid for separately but shall be included in the work.

REVISION OF SECTION 106
SUPPLIER LIST

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

Subsection 106.01 shall include the following:

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

Failure to comply with the requirements of this subsection shall be grounds for withholding of progress payments.

REVISION OF SECTION 107
PROJECT PAYROLLS

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

Subsection 107.01 shall include the following:

As related to the Form FHWA 1273, Required Contract Provisions Federal-Aid Construction Contracts, the Contractor shall check all Contractor and subcontractor project payrolls regarding accuracy of pay classification, pay hours, and pay rates. The Contractor shall sign and date all payrolls signifying this check has been performed.

REVISION OF SECTION 107
RESPONSIBILITY FOR DAMAGE CLAIMS,
INSURANCE TYPES AND COVERAGE LIMITS

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

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

- (c) Each insurance policy shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor. The Contractor shall forward to the Engineer any such notice received within seven days of the Contractor's receipt of such notice.

REVISION OF SECTION 107

WARNING LIGHTS FOR WORK VEHICLES AND EQUIPMENT

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

Subsection 107.06 (b) shall include the following:

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

REVISION OF SECTION 108
 LIQUIDATED DAMAGES

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

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

Original Contract Amount (\$)		Liquidated Damages per Calendar Day (\$)
From More Than	To And Including	
0	250,000	400
250,000	500,000	700
500,000	1,000,000	1,100
1,000,000	2,000,000	1,600
2,000,000	4,000,000	2,500
4,000,000	10,000,000	3,300
10,000,000	-----	3,300 plus 200 Per Each Additional 1,000,000 Contract Amount or Part Thereof Over 10,000,000

REVISION OF SECTION 108
PROJECT SCHEDULE

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

Delete subsection 108.03 and replace with the following:

108.03 Project Schedule.

(a) *Definitions.*

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

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

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

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

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

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

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

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

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

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

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

Lag. A time-value assigned to a relationship.

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

Milestone. An activity, with no duration used to represent an event.

Open-Ended Activity. An activity that does not have both a predecessor activity and a successor activity.

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

Relationship. The interdependence between activities.

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

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

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

(b) *Project Schedule - General*

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

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

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

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

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

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

The Contractor shall not use the following:

- (1) Negative lags
- (2) Lags in excess of 10 working days without approval by the Engineer. The Contractor's written request shall justify the need for the lag. Lags shall be identified.
- (3) Start-to-finish relationships.
- (4) Open-ended activities - every activity shall have at least one predecessor activity and at least one successor activity, except for the first and last activities in the network. If the contractor uses a start-to-start relationship to link two activities, then both of those two activities should also have successor activities linked by either a finish-to-start or a finish-to-finish relationship.
- (5) Constraints without approval by the Engineer. The Contractor's written request shall explain why the use of constraints in the schedule is necessary.

The Project Schedule shall show all activities required by all parties to complete the work. The Project Schedule shall include subcontracted work, delivery dates for critical material, submittal and review

periods, permits and governmental approvals, milestone requirements, utility work by others and no work periods. The Contractor, its subcontractors, suppliers, and engineers, at any tier, shall perform the work according to the approved Project Schedule.

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

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

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

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

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

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

- (1) Is plotted on a horizontal time-scale in accordance with the project calendar.
- (2) Uses color to clearly identify the critical path.
- (3) Is based on early start and early finish dates of activities.
- (4) For Schedule Updates and Schedule Revisions, shows actual completion dates up to but not including the data date.
- (5) Clearly shows the sequence and relationships of all activities necessary to complete the contract work.
- (6) Includes an activity block for each activity with the following information:

Activity ID	Activity Description
Original Duration	Total Float
Early start date	Early finish date
Late start date*	Late finish date*
Actual Start date^	Actual Finish date^
Calendar used on the activity	Activity Responsibility
Remaining Duration^	Duration Percent Complete^
Gantt chart (time-scaled logic diagram)	
*Required with the Preliminary and Baseline Schedule.	
^Required with the Project Schedule Update and Schedule Revision.	

The Contractor shall include the following with all schedule submittals:

- (1) A Job Progress Narrative Report that includes the following:

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

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

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

- (d) *Preliminary Schedule.* Within 14 days of award of the Contract, the Contractor may submit a Preliminary Schedule showing all planned activities from the Notice to Proceed through the first 60 days of the project. If the Contractor elects not to submit a Preliminary Schedule, then the Contractor shall submit a complete Baseline Schedule within 14 days of award of the Contract, which will be subject to all requirements of a Baseline submittal. The Preliminary Schedule shall not show any progress and it will be approved by the Engineer before work can commence. The Preliminary Schedule shall be used as the basis for the Baseline Schedule.
- (e) *Baseline Schedule.* If the Contractor elects to submit a Preliminary Schedule, within 45 days of the award of Contract, the Contractor shall submit a Baseline Schedule that includes all work activities

completed within Contract Time. The Contractor shall not show progress in the Baseline Schedule. Further partial payments will not be made beyond 60 days after the start of Contract Time unless the Baseline Schedule is approved. When approved, the Baseline Schedule shall become the Project Schedule.

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

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

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

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

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

When approved, the Project Schedule Update will become the Project Schedule. The Engineer will not issue a monthly progress payment if the Engineer has not received the Project Schedule Update. The Engineer will not make monthly progress payments for the months following the Project Schedule Update submission until the Engineer approves the Project Schedule Update.

When the project has a maintenance or landscape establishment period, the Engineer may waive the monthly update requirement. The Contractor shall submit a final Project Schedule Update that shows all work through the final acceptance date.

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

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

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

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

Once approved, the Schedule Revision becomes the Project Schedule.

- (j) *Payment.* All costs relating to the requirements of this subsection will not be paid for separately, but shall be included in the work.

REVISION OF SECTION 108
NOTICE TO PROCEED

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

Delete subsection 108.02 and replace with the following:

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

REVISION OF SECTION 108
SUBLETTING OF CONTRACT

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

Delete subsection 108.01 and replace with the following:

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

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

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

Subcontracts or transfer of Contract shall not release the Contractor of liability under the Contract and Bond.

REVISION OF SECTION 108
PAYMENT SCHEDULE (SINGLE CONSTRUCTION YEAR)

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

Delete subsection 108.04, and replace with the following:

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

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

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

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

REVISION OF SECTION 109
COMPENSATION FOR COMPENSABLE DELAYS

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

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

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

REVISION OF SECTION 109
 FUEL COST ADJUSTMENT

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

Subsection 109.06 shall include the following:

(h) *Fuel Cost Adjustments.* Contract cost adjustments will be made to reflect increases or decreases in the monthly average prices of gasoline, diesel and other fuels from the average price for the month preceding the month in which bids were received for the Contract. These cost adjustments are not changes to the Contract unit prices bid. When bidding, the Contractor shall specify on the Form 85 whether the cost adjustment will apply to the Contract. After bids are submitted, the Contractor will not be given any other opportunity to accept or reject this adjustment. If the Contractor fails to indicate a choice on the Form 85, the cost adjustment will not apply to the Contract. If the fuel cost adjustment is accepted by the Contractor, the adjustment will be made in accordance with the following criteria:

1. Cost adjustments will be based on the fuel price index established by the Department and calculated as shown in subsection 109.06(h)2.D below. The index will be the monthly average of the rates posted by the Oil Price Information Service (OPIS) for Denver No. 2 Diesel. The rate used will be the *OPIS Average* taken from the OPIS Standard Rack table for *Ultra-Low Sulfur w/Lubricity Gross Prices* (ULS column), expressed in dollars per gallon and rounded to two decimal places.
2. Cost adjustments will be made on a monthly basis subject to the following conditions:
 - A. Adjustment will be based on the pay quantities on the monthly partial pay estimate for each of the pay items listed in the table below for which fuel factors have been established. Adjustment will be made only when the pay item is measured by the pay unit specified in the table:

Item	Pay Unit	Fuel Factor (FF)
202-Removal of Asphalt Mat (Planing)	Square Yard	0.006 Gal/SY/Inch depth
203-Excavation (muck, unclassified) Embankment, Borrow	Cubic Yard	0.29 Gal/CY
203-Rock Excavation	Cubic Yard	0.39 Gal/CY
206-Structure Excavation and Backfill [applies only to quantities paid for by separate bid item; no adjustment will be made for pay items that include structure excavation & backfill, such as RCP(CIP)]	Cubic Yard	0.29 Gal/CY
304-Aggregate Base Course (Class___)	Cubic Yard	0.85 Gal/CY
304-Aggregate Base Course (Class___)	Ton	0.47 Gal./Ton
307-Processing Lime Treated Subgrade	Square Yard	0.12 Gal/SY
310-Full Depth Reclamation	Square Yard	0.06 Gal/SY
403-Hot Mix Asphalt (HMA) (Grading ___) *	Ton	2.47 Gal/Ton
403-Stone Matrix Asphalt (Grading ___)	Ton	2.47 Gal/Ton
405-Heating and Scarifying Treatment	Square Yard	0.44 Gal/SY
405-Heating and Repaving Treatment	Square Yard	0.44 Gal/SY
405-Heating and Remixing Treatment	Square Yard	0.44 Gal/SY
406-Cold Bituminous Pavement (Recycle)	Square Yard	0.01 Gal/SY/Inch depth
412- Concrete Pavement (___Inch)	Square Yard	0.03 Gal/SY/Inch thickness
412-Place Concrete Pavement**	Square Yard	0.03 Gal/SY/Inch thickness
*Hot Mix Asphalt (Patching) is not subject to fuel cost adjustment.		
**Use the thickness shown on the plans.		

- B. A fuel cost adjustment will be made only when the current fuel price index varies by more than 5 percent from the price index at the time of bid, and only for that portion of the variance in excess of 5 percent. Fuel cost adjustments may be either positive or negative dollar amounts.
- C. Fuel cost adjustments will not be made for any partial estimate falling wholly after the expiration of contract time.
- D. Adjustment formula:

EP greater than BP:

$$FA = (EP - 1.05 BP)(Q)(FF)$$

EP less than BP:

$$FA = (EP - 0.95 BP)(Q)(FF)$$

Where:

BP	= Average fuel price index for the calendar month prior to the calendar month in which bids are opened
EP	= Average fuel price index for the calendar month prior to the calendar month in which the partial estimate pay period ends
FA	= Adjustment for fuel costs in dollars
FF	= Fuel usage factor for the pay item
Q	= Pay quantity for the pay item on the monthly partial pay estimate

Note: When the pay item is based on area, and the rate of fuel use varies with thickness, Q should be determined by multiplying the area by the thickness. For example: for 1000 square yards of 8-inch concrete pavement Q should be 8000.

Example: Bids are opened on July 16. The BP will be the average of the daily postings for June 1 through June 30. For an estimate cut-off date selected by the Contractor at the Pre-Construction Conference of the 20th of the month a February estimate will include HMA quantities (Q) measured from the 21st of January through the 20th of February, the FF will be 2.47 Gal/Ton, and the EP index used to calculate FA will be the average of the daily postings for January 1 through January 31 as established by CDOT.

- E. Fuel cost adjustment will not be made for the quantity of any item that is left in place at no pay.
- F. Fuel cost adjustments will not be made to items of work added to the Contract by Change Order after the award of the Contract.

The fuel cost adjustment will be the sum of the individual adjustments for each of the pay items shown. No adjustment will be made for fuel costs on items other than those shown. The factors shown are aggregate adjustments for all types of fuels used, including but not limited to gasoline, diesel, propane, and burner fuel. No additional adjustments will be made for any other type of fuel.

Fuel cost adjustments resulting in an increased payment to the Contractor will be paid for under the planned force account item: Fuel Cost Adjustment. Fuel cost adjustments resulting in a decreased payment to the Contractor will be deducted from monies owed the Contractor.

REVISION OF SECTION 109
MEASUREMENT OF QUANTITIES

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

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

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

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

This information shall be furnished prior to time of delivery of the material and at any subsequent time the Contractor changes vehicles, combination vehicles, axle length relationships, or overweight permitting of vehicles.

REVISION OF SECTION 109
MEASUREMENT OF WATER

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

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

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

2 inch	4 years
4 inch to 6 inch	2 years
8 inch to 10 inch	1 year

REVISION OF SECTION 109
PROMPT PAYMENT

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

Subsection 109.06 (e) shall include the following:

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

REVISION OF SECTION 250
ENVIRONMENTAL, HEALTH AND SAFETY MANAGEMENT

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

In subsection 250.03, delete the second and third paragraphs and replace with the following:

This project may be in the vicinity of property associated with petroleum products, heavy metal based paint, landfill, buried foundations, abandoned utility lines, industrial area or other sites which can yield hazardous substances or produce dangerous gases. These hazardous substances or gases can migrate within or into the construction area and could create hazardous conditions. The Contractor shall use appropriate methods to reduce and control known landfill, industrial gases, and visible emissions from asbestos encounters and hazardous substances which exist or migrate into the construction area. The Contractor shall follow CDOT's *Asbestos-Contaminated Soil Management Standard Operating Procedure, dated August 22, 2011* for proper handling of asbestos-contaminated soil, and follow all applicable Solid and Hazardous Waste Regulations for proper handling of soils encountered that contain any other substance mentioned above.

Encountering suspected contaminated material, including groundwater, old foundations, building materials, demolition debris, or utility lines that may contain asbestos or be contaminated by asbestos, is possible at some point during the construction of this project. When suspected contaminated material, including groundwater, is encountered or brought to the surface, the procedures under subsection 250.03(d) shall be followed.

In subsection 250.07 delete, (d) and replace with the following:

(d) *CDOT's Asbestos-Contaminated Soil Management Standard Operating Procedure, dated August 22, 2011*. Asbestos contaminated soil shall be managed in accordance with 6 CCR 1007-2, Section 5, Asbestos Waste Management Regulations. Regulations apply only upon discovery of asbestos materials during excavation and soil disturbing activities on construction projects, or when asbestos encounters are expected during construction. The contractor shall comply with procedures detailed in the CDPHE's Asbestos-Contaminated Soil Guidance Document and CDOT's approved *Asbestos-Contaminated Soil Management Standard Operating Procedure, dated August 22, 2011*, including the following minimum requirements:

- (1) Immediate actions and implementation of interim controls to prevent visible emissions, exposure, and asbestos contamination in surrounding areas.
- (2) Soil Characterization.
- (3) Training required for all personnel involved in excavation and other soil disturbing activities, once asbestos is encountered during construction or on projects where asbestos encounters are expected. Training must be given by a Certified Asbestos Inspector or Certified Asbestos Abatement Designer with a minimum of six months experience inspecting asbestos contaminated soil.
- (4) Assessment for the presence and extent, within the proposed area of disturbance, of asbestos discoveries, whether expected or unexpected, by a Certified Asbestos Inspector.
- (5) Investigation and sampling required for risk assessment and management. Investigation, if required, shall be conducted by a Certified Asbestos Inspector.
- (6) Risk assessment and determinations for further management or abatement.
 - (i) Risk assessment and determinations must be made by a Certified Asbestos Inspector, and coordinated with the Engineer.
 - (ii) Soil remediation is not necessarily required, depending on the circumstances.
- (7) Submit 24-hour Notification of Unplanned Asbestos Discovery.
- (8) Submit 10-day Notification of Planned Asbestos Management.

REVISION OF SECTIONS 304 AND 703
 AGGREGATE BASE COURSE (RAP)

Sections 304 and 703 of the Standard Specifications are hereby revised for this project as follows:

Subsection 304.06, shall include the following after the first paragraph:

Compaction of each reclaimed asphalt pavement aggregate layer shall continue until a wet density of not less than 95 percent of the maximum wet density when determined in accordance with a one point AASHTO T 180, Method D test has been achieved.

Subsection 304.08 shall include the following:

Pay Item		Pay Unit
Aggregate Base Course (RAP)	Ton, Cubic Yard	

Subsection 703.03 shall include the following

Aggregate Base Course (RAP) shall be 100 percent reclaimed asphalt pavement material conforming to the requirements of Table 703-3A.

**Table 703-3A
 CLASSIFICATION FOR RECLAIMED ASPHALT PAVEMENT
 AGGREGATE BASE COURSE**

Sieve Size	Mass Percent Passing Square Mesh Sieves
	ABC (RAP)
50 mm (2")	100
25 mm (1")	85-100
19 mm (3/4")	75-100
12.5 mm (1/2")	55-90
9.5 mm (3/8")	45-80
4.75 mm (#4)	25-55
1.18 mm (#16)	5-25
75 µm (#200)	0-5

REVISION OF SECTION 401
TOLERANCES FOR HOT MIX ASPHALT (VOIDS ACCEPTANCE)

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

In subsection 401.02(b) delete Table 401-1, including the footnotes, and replace with the following:

Table 401-1
Tolerances for Hot Bituminous Pavement

Element	Tolerance
Asphalt Cement Content	$\pm 0.3 \%$
Voids in the Mineral Aggregate (VMA)	$\pm 1.2 \%$
Air Voids	$\pm 1.2 \%$

REVISION OF SECTIONS 401 AND 412
SAFETY EDGE

Sections 401 and 412 of the Standard Specifications are hereby revised for this project as follows:

Subsection 401.10 shall include the following:

The paver shall include an approved longitudinal paver wedge system to create a sloped safety edge as shown on the plans. The wedge system shall be attached to the screed and shall compact the HMA to a density at least as dense as the compaction imparted to the rest of the HMA layer by the paving screed. The system shall provide a sloped Safety Edge equal to 32 degrees plus or minus 5 degrees measured from the pavement surface cross slope extended. The use of a single plate strike off is not permitted. The system shall be adjustable to accommodate varying paving thicknesses. The Engineer may allow the Contractor to use handwork for short sections or to saw cut the sloped Safety Edge after paving operations are completed in areas such as transitions at driveways, intersections, interchanges.

The Contractor shall submit the proposed system for approval at the Preconstruction Conference. The Engineer may require proof that the system has been used on previous projects with acceptable results or may require a test section constructed prior to the beginning of work to demonstrate that it creates an acceptable wedge shape and compaction. Paving shall not begin until the system is approved in writing by the Engineer. The Safety Edge may be constructed on each lift of HMA or on the full specified plan depth on the final lift. The finished shape of the Safety Edge shall extend for the full depth of the asphalt pavement or for the top 5 inches whichever is less.

Subsection 401.22 shall include the following:

All costs associated with the construction of the Safety Edge will not be paid for separately, but shall be included in the work.

Subsection 412.07 shall include the following:

The Contractor shall use an approved longitudinal paver wedge system to create a sloped Safety Edge. The Contractor shall modify the paver screed to create a Safety Edge that meets the final cross-section shown on the plans. The system shall provide a sloped Safety Edge equal to 32 degrees plus or minus 5 degrees measured from the pavement surface cross slope extended. There may be areas where it is not possible to place the Safety Edge in conjunction with mainline paving but where the Safety Edge is required, such as transitions at driveways, intersections, interchanges, etc. In these areas the Engineer may allow the Contractor to use handwork for short sections or to saw cut the sloped Safety Edge after paving operations are completed.

The Contractor shall submit the proposed system for approval at the Preconstruction Conference. The Engineer may require proof that the system has been used on previous projects with acceptable results or may require a test section constructed prior to the beginning of work to demonstrate that it creates an acceptable wedge shape. Paving shall not begin until the system is approved in writing by the Engineer. The finished shape of the Safety Edge shall extend for the full depth of the concrete pavement or for the top 5 inches whichever is less.

Subsection 412.23 shall include the following:

Concrete Safety Edge will be measured by the actual number of linear feet that are installed and accepted.

Subsection 412.24 shall include the following:

Pay Item	Pay Unit
Concrete Safety Edge	Linear Foot

Payment for concrete safety edge will be full compensation for all work and materials required to complete the item.

REVISION OF SECTIONS 412, 601 AND 711
LIQUID MEMBRANE-FORMING COMPOUNDS
FOR CURING CONCRETE

Sections 412, 601 and 711 of the Standard Specifications are hereby revised for this project as follows:
In subsection 412.14, first paragraph, delete the second sentence and replace with the following:

The impervious membrane curing compound shall meet the requirements of ASTM C 309, Type 2 and shall be volatile organic content (VOC) compliant.

In subsection 601.13 (b), first paragraph, delete the second sentence and replace with the following:

A volatile organic content (VOC) compliant curing compound conforming to ASTM C 309, Type 2 shall be used on surfaces where curing compound is allowed, except that Type 1 curing compound shall be used on exposed aggregate or colored concrete, or when directed by the Engineer.

In subsection 601.16 (a) 1., delete the first sentence and replace with the following:

1. Membrane Forming Curing Compound Method. A volatile organic content (VOC) compliant curing compound conforming to ASTM C 309, Type 2 shall be uniformly applied to the surface of the deck, curbs and sidewalks at the rate of 1 gallon per 100 square feet.

Delete subsection 711.01 and replace with the following:

711.01 Curing Materials. Curing materials shall conform to the following requirements:

Burlap Cloth made from Jute or Kenaf	AASHTO M 182
Liquid Membrane-Forming Compounds for Curing Concrete	ASTM C 309
Sheet Materials for Curing Concrete	AASHTO M 171*
*Only the performance requirements of AASHTO M171 shall apply.	

Straw used for curing shall consist of threshed straw of oats, barley, wheat, or rye. Clean field or marsh hay may be substituted for straw when approved by the Engineer. Old dry straw or hay which breaks readily in the spreading process will not be accepted.

REVISION OF SECTION 601
CONCRETE BATCHING

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

In subsection 601.06, delete (13) and (17) and replace with the following:

- (13) Gallons of water added by truck operator, the time the water was added and the quantity of concrete in the truck each time water is added.

- (17) Water to cementitious material ratio.

REVISION OF SECTIONS 601 CONCRETE FINISHING

Section 601 of the Standard Specifications are hereby revised for this project as follows:

In subsection 601.12 (a) delete the fifth paragraph and replace it with the following:

Water shall not be added to the surface of the concrete to assist in finishing operations.

Hand finishing should be minimized wherever possible. The hand finishing methods shall be addressed in the Quality Control Plan for concrete finishing. Hand finished concrete shall be struck off and screeded with a portable screed that is at least 2 feet longer than the maximum width of the surface to be struck off. It shall be sufficiently rigid to retain its shape. Concrete shall be thoroughly consolidated by hand vibrators. Hand finishing shall not be allowed after concrete has been in-place for more than 30 minutes or when initial set has begun. Finishing tools made of aluminum shall not be used.

The Contractor shall provide a Quality Control Plan (QCP) to ensure that proper hand finishing is accomplished in accordance with current Industry standards. It shall identify the Contractor's method for ensuring that the provisions of the QCP are met. The QCP shall be submitted to the Engineer at the Preconstruction Conference. Concrete placement shall not begin until the Engineer has approved the QCP. The QCP shall identify and address issues affecting the quality finished concrete including but not limited to:

- (1) Timing of hand finishing operations
- (2) Methodology to place and transport concrete
- (3) Equipment and tools to be utilized
- (4) Qualifications and training of finishers and supervisors

When the Engineer determines that any element of the approved QCP is not being implemented or that hand finished concrete is unacceptable, work shall be suspended. The Contractor shall supply a written plan to address improperly placed material and how to remedy future hand finishing failures and bring the work into compliance with the QCP. The Engineer will review the plan for acceptability prior to authorizing the resumption of operations.

In subsection 601.14(a) delete the fourth paragraph.

REVISION OF SECTION 601
CONCRETE FORM AND FALSEWORK REMOVAL

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

In subsection 601.09, delete (h) and replace with the following:

(h) *Removal of Forms.* The forms for any portion of the structure shall not be removed until the concrete is strong enough to withstand damage when the forms are removed.

Unless specified in the plans, forms shall remain in place for members that resist dead load bending until concrete has reached a compressive strength of at least 80 percent of the required 28 day strength, 0.80f'_c. Forms for columns shall remain in place until concrete has reached a compressive strength of at least 1,000 psi. Forms for sides of beams, walls or other members that do not resist dead load bending shall remain in place until concrete has reached a compressive strength of at least 500 psi.

Forms and supports for cast-in-place concrete box culverts (CBCs) shall not be removed until the concrete compressive strength exceeds 0.6 f'_c for CBCs with spans up to and including 12 feet, and 0.67 f'_c for CBCs with spans exceeding 12 feet but not larger than 20 feet. Forms for CBCs with spans larger than 20 feet shall not be removed until after all concrete has been placed in all spans and has attained a compressive strength of at least 0.80f'_c.

Concrete compressive strength shall be determined using information concrete cylinders or by maturity meters. At the pre-pour conference, the Contractor shall submit the method of determining the structure's strength and the location where information cylinders will be taken or maturity meters placed.

If information cylinders are used they shall be cast by the Contractor and cured in the same manner as the structure. A set of information cylinders shall be taken for each concrete placement on the structure. A set of information cylinders shall be taken for any load of concrete that is being placed at the mid-span of beams and at support locations and other locations as directed by the Engineer. Casting of the information cylinders will be witnessed by the Engineer. The information cylinders shall remain in the molds and cured in the same manner as the structure until they are tested in the laboratory by the Engineer. Compressive strength shall be determined using the compressive strength of at least two information cylinders. The contractor shall be responsible for protecting the information cylinders from damage.

Prior to placement of concrete whose strength will be determined with maturity meters, the Contractor shall provide the Engineer a report of maturity relationships in accordance with CP 69. The Contractor shall provide maturity meters and all necessary wires and connectors. The Contractor shall be responsible for the placement and maintenance of the maturity meter and wire. . At a minimum a maturity meter will be placed at the mid-span of beams and at support locations. Placement shall be as directed by the Engineer.

For structures with multiple sets of information cylinders or maturity meters, the lowest compressive strength shall determine when the forms can be removed.

Acceptance cylinders shall not be used for determining compressive strength to remove forms.

When field operations are controlled by information cylinder tests or maturity meter, the removal of forms, supports and housing, and the discontinuance of heating and curing may begin when the concrete is found to have the required compressive strength.

Forms for median barrier, railing or curbs, may be removed at the convenience of the Contractor after the concrete has hardened.

All forms shall be removed except permanent steel bridge deck forms and forms used to support hollow abutments or hollow piers when no permanent access is available into the cells. When permanent access is provided into box girders, all interior forms and loose material shall be removed, and the inside of box girders shall be cleaned.

In subsection 601.11, delete (e) and replace with the following:

(e) Falsework Removal. Unless specified in the plans or specifications, falsework shall remain in place until concrete has attained a minimum compressive strength of 0.80f'c.

Falsework supporting any span of a simple span bridge shall not be released until after all concrete, excluding concrete above the bridge deck, has attained a compressive strength of at least 0.80f'c.

Falsework supporting any span of a continuous or rigid frame bridge shall not be released until after all concrete, excluding concrete above the bridge deck, has been placed in all spans and has attained the compressive strength of at least 0.80f'c.

Falsework for arch bridges shall be removed uniformly and gradually, beginning at the crown, to permit the arch to take its load slowly and evenly.

Falsework supporting overhangs and deck slabs between girders shall not be released until the deck concrete has attained a compressive strength of at least 0.80f'c.

Falsework for pier caps which will support steel or precast concrete girders shall not be released until the concrete has attained a compressive strength of at least 0.80f'c. Girders shall not be erected onto such pier caps until the concrete in the cap has attained the compressive strength of at least 0.80f'c.

Falsework for cast-in-place prestressed portions of structures shall not be released until after the pre-stressing steel has been tensioned.

Concrete compressive strength shall be determined using information concrete cylinders or by maturity meters. At the pre-pour conference, the Contractor shall submit the method of determining the structure's strength and the location that information cylinders will be taken or maturity meters placed.

If information cylinders are used they shall be cast by the Contractor and cured in the same manner as the structure. A set of information cylinders shall be taken for each concrete placement on the structure. A set of information cylinders shall be taken for any load of concrete that is being placed at the mid-span of beams and at support locations and other locations as directed by the Engineer. Casting of the information cylinders will be witnessed by the Engineer. The information cylinders shall remain in the molds and cured in the same manner as the structure until they are tested in the laboratory by the Engineer. Compressive strength shall be determined using the compressive strength of at least two information cylinders. The Contractor shall be responsible for protecting the information cylinders from damage.

Prior to placement of concrete whose strength will be determined with maturity meters, the Contractor shall provide the Engineer a report of maturity relationships in accordance with CP 69. The Contractor shall provide maturity meters and all necessary wires and connectors. The Contractor shall be responsible for the placement and maintenance of the maturity meters and wires. At a minimum a maturity meter will be placed at the mid-span of beams and at support locations. Placement shall be as directed by the Engineer.

For structures with multiple sets of information cylinders or maturity meters, the lowest compressive strength shall determine when the falsework can be removed.

Acceptance cylinders shall not be used for determining compressive strength to remove falsework.

REVISION OF SECTION 601
 CONCRETE SLUMP ACCEPTANCE

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

Delete the fifth paragraph of Subsection 601.05 and replace with the following:

Except for Class BZ concrete, the slump of the delivered concrete shall be the slump of the approved concrete mix design plus or minus 2.0 inch. The laboratory trial mix must produce an average compressive strength at least 115 percent of the required field compressive strength specified in Table 601-1. When entrained air is specified in the Contract for Class BZ concrete, an air entraining admixture may be added to an approved Class BZ mix design. A new trial mix will not be required.

Delete Subsection 601.17 (b), 601.17 (d) and Table 601-3 and replace with the following:

- (b) *Slump.* Slump acceptance, but not rejection, may be visually determined by the Engineer. Any batch that exceeds the slump of the approved concrete mix design by 2.0 inches will be retested. If the slump is exceeded a second time, that load is rejected. If the slump is greater than 2 inches lower than the approved concrete mix design, the load can be adjusted with a water reducer, or by adding water (if the w/cm allows) and retested.

Portions of loads incorporated into structures prior to determining test results which indicate rejection as the correct course of action shall be subject to reduced payment or removal as determined by the Engineer.

- (d) *Pay Factors.* The pay factor for concrete which is allowed to remain in place at a reduced price shall be according to Table 601-3 and shall be applied to the unit price bid for Item 601, Structural Concrete.

If deviations occur in air content and strength within the same batch, the pay factor for the batch shall be the product of the individual pay factors.

**Table 601-3
 PAY FACTORS**

Percent Total Air		Strength		
Deviations From Specified Air (Percent)	Pay Factor (Percent)	Below Specified Strength (psi) [< 4500 psi Concrete]	Pay Factor (Percent)	Below Specified Strength (psi) [≥ 4500 psi Concrete]
0.0-0.2	98	1-100	98	1-100
0.3-0.4	96	101-200	96	101-200
0.5-0.6	92	201-300	92	201-300
0.7-0.8	84	301-400	84	301-400
0.9-1.0	75	401-500	75	401-500
Over 1.0	Reject	Over 500	Reject	
			65	501-600
			54	601-700
			42	701-800
			29	801-900
			15	901-1000
			Reject	Over 1000

REVISION OF SECTION 601
QC TESTING REQUIREMENTS FOR STRUCTURAL CONCRETE

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

Delete the first paragraph of subsection 601.17 and subsection 601.17(a) and replace with the following:

601.17 Acceptance and Pay Factors. These provisions apply to all concrete. The Contractor shall sample 601 pay items for both QC and QA in accordance with CP 61. The Engineer will witness the sampling and take possession of the QA samples at a mutually agreed upon location. The Contractor shall be responsible for Quality Control (QC) testing for 601 pay items. QC testing shall be performed at least once per day and then once per 50 cubic yards for concrete slump, unit weight and concrete temperature for each 601 pay item.

- (a) *Air Content.* The first three batches at the beginning of each day's production for each 601 pay item shall be tested by the Contractor's QC and CDOT's QA for air content. When the QC and QA air content measurements differ by more than 0.5 percent, both the QC and QA air meters shall be checked in accordance with ASTM C 231. When air content is below the specified limit, it may be adjusted in accordance with subsection 601.08. Successive batches shall be tested by the Contractor's QC and witnessed by the Engineer until three consecutive batches are within specified limits. After the first three batches, CDOT will follow the random minimum testing schedule. After the first three batches the Contractor shall perform QC testing at a frequency of one random sample per 50 cubic yards. Air content shall not be adjusted after a CDOT QA test.

Subsection 601.19 shall include the following:

The Contractor's QC testing will not be measured and paid separately, but shall be included in the work.

REVISION OF SECTIONS 601 AND 701
CEMENTS AND POZZOLANS

Sections 601 and 701 of the Standard Specifications are hereby revised for this project as follows:

In subsection 601.03, first paragraph, the following shall be added to the table:

High-Reactivity Pozzolans 701.04

Subsection 601.03 shall include the following:

Pozzolans shall consist of Fly Ash, Silica Fume and High-Reactivity Pozzolan.

In subsection 601.04, delete the third and fourth paragraphs and replace with the following

Cementitious material requirements are as follows:

Class 0 requirements for sulfate resistance shall be one of the following:

- (1) ASTM C 150 Type I, II or V
- (2) ASTM C 595 Type IL, IP, IP(MS), IP(HS) or IT
- (3) ASTM C 1157 Type GU, MS or HS
- (4) ASTM C 150 Type III cement if it is allowed, as in Class E concrete

Class 1 requirements for sulfate resistance shall be one of the following:

- (1) ASTM C 150 Type II or V; Class C fly ash shall not be substituted for cement.
- (2) ASTM C 595 Type IP(MS) or IP(HS).
- (3) ASTM C 1157 Type MS or HS; Class C fly ash shall not be substituted for cement.
- (4) When ASTM C 150 Type III cement is allowed, as in Class E concrete, it shall have no more than 8 percent C_3A . Class C fly ash shall not be substituted for cement.
- (5) ASTM C 595 Type IL; having less than 0.10 percent expansion at 6 months when tested according to ASTM C 1012. Class C fly ash shall not be substituted for cement.
- (6) ASTM C 595 Type IT; having less than 0.10 percent expansion at 6 months when tested according to ASTM C 1012.

Class 2 requirements for sulfate resistance shall be one of the following:

- (1) ASTM C 150 Type V with a minimum of a 20 percent substitution of Class F fly ash by weight
- (2) ASTM C 150 Type II or III with a minimum of a 20 percent substitution of Class F fly ash by weight. The Type II or III cement shall have no more than 0.040 percent expansion at 14 days when tested according ASTM C 452
- (3) ASTM C 1157 Type HS; Class C fly ash shall not be substituted for cement.

- (4) ASTM C 150 Type II, III, or V plus High-Reactivity Pozzolan where the blend has less than 0.05 percent expansion at 6 months or 0.10 percent expansion at 12 months when tested according to ASTM C 1012
- (5) ASTM C 1157 Type MS plus Class F fly ash or High-Reactivity Pozzolan where the blend has less than 0.05 percent expansion at 6 months or 0.10 percent expansion at 12 months when tested according to ASTM C 1012
- (6) A blend of portland cement meeting ASTM C 150 Type II or III with a minimum of 20 percent Class F fly ash by weight, where the blend has less than 0.05 percent expansion at 6 months or 0.10 percent expansion at 12 months when tested according to ASTM C 1012.
- (7) ASTM C 595 Type IP(HS).
- (8) ASTM C 595 Type IL plus Class F fly ash or High-Reactivity Pozzolan where the blend has less than 0.05 percent expansion at 6 months or 0.10 percent expansion at 12 months when tested according to ASTM C 1012
- (9) ASTM C 595 Type IT; having less than 0.05 percent expansion at 6 months or 0.10 percent expansion at 12 months when tested according to ASTM C 1012.

Class 3 requirements for sulfate resistance shall be one of the following:

A blend of portland cement meeting ASTM C 150 Type II, III, or V with a minimum of a 20 percent substitution of Class F fly ash by weight, where the blend has less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012.

- (1) ASTM C 1157 Type HS having less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012. Class C fly ash shall not be substituted for cement.
- (2) ASTM C 1157 Type MS or HS plus Class F fly ash or High-Reactivity Pozzolan where the blend has less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012.
- (3) ASTM C 150 Type II,III, or V plus High-Reactivity Pozzolan where the blend has less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012.
- (4) ASTM C 595 Type 1L plus High-Reactivity Pozzolan where the blend has less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012.
- (5) ASTM C 595 Type IP(HS) or IT having less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012.
- (6) ASTM C 595 Type IL with a minimum of a 20 percent substitution of Class F fly ash by weight, where the blend has less than 0.10 percent expansion at 18 months when tested according to ASTM C 1012.

When fly ash or High-Reactivity Pozzolan is used to enhance sulfate resistance, it shall be used in a proportion greater than or equal to the proportion tested in accordance to ASTM C1012, shall be the same source and it shall have a calcium oxide content no more than 2.0 percent greater than the fly ash or High-Reactivity Pozzolan tested according to ASTM C 1012.

In subsection 601.05 delete the first paragraph and replace with the following:

601.05 Proportioning. The Contractor shall submit a Concrete Mix Design for each class of concrete being placed on the project. Concrete shall not be placed on the project before the Concrete Mix Design

Report has been reviewed and approved by the Engineer. The Concrete Mix Design will be reviewed and approved following the procedures of CP 62. The Concrete Mix Design will not be approved when the laboratory trial mix data are the results from tests performed more than two years in the past or aggregate data are the results from tests performed more than two years in the past. The concrete mix design shall show the weights and sources of all ingredients including cement, pozzolan, aggregates, water, additives and the water to cementitious material ratio (w/cm). When determining the w/cm, the weight of cementitious material (cm) shall be the sum of the weights of the cement, fly ash, silica fume and High-Reactivity Pozzolan.

In subsection 601.05, delete the 12th, 13th, 14th, 15th, and 16th paragraphs and replace with the following:

The Concrete Mix Design Report shall include Certified Test Reports showing that the cement, fly ash, High-Reactivity Pozzolan and silica fume meet the specification requirements and supporting this statement with actual test results. The certification for silica fume shall state the solids content if the silica fume admixture is furnished as slurry.

For all concrete mix designs with ASTM C150 cements, up to a maximum of 20 percent Class C, 30 percent Class F or 30 percent High-Reactivity Pozzolan by weight of total cementitious material may be substituted for cement.

For all concrete mix designs with ASTM C595 Type IL cements, up to a maximum of 20 percent Class C, 30 percent Class F or 30 percent High-Reactivity Pozzolan by weight of total cementitious material may be substituted for cement.

For all concrete mix designs with ASTM C595 Type IP, IP(MS), IP(HS) or IT cements; fly ash or High-Reactivity Pozzolan shall not be substituted for cement.

For all concrete mix designs with ASTM C1157 cements, the total pozzolan content including pozzolan in cement shall not exceed 30 percent by weight of the cementitious material content.

When the Contractor's use of fly ash or High-Reactivity Pozzolan results in delays to the project, when it is necessary to make changes in admixture quantities, the source, or the Contractor performs, the cost of such delays and corrective actions shall be borne by the Contractor.

The Contractor shall submit a new Concrete Mix Design Report meeting the above requirements when a change occurs in the source, type, or proportions of cement, fly ash, High-Reactivity Pozzolan, silica fume or aggregate. When a change occurs in the source of approved admixtures, the Contractor shall submit a letter stamped by the Concrete Mix Design Engineer approving the changes to the existing mix design. The change will need to be approved by the Engineer prior to use.

In subsection 601.06, second paragraph, delete (9) and replace with the following:

(9) Type, brand, and amount of cement, fly ash and High-Reactivity Pozzolan

In subsection 601.06, delete (a) and replace with the following:

(a) *Portland Cement, Fly Ash, High-Reactivity Pozzolan and Silica Fume.* These materials may be sacked or bulk. No fraction of a sack shall be used in a batch of concrete unless the material is weighed.

All bulk cement shall be weighed on an approved weighing device. The bulk cement weighing hopper shall be sealed and vented to preclude dusting during operation. The discharge chute shall be so arranged that cement will not lodge in it or leak from it.

Separate storage and handling equipment shall be provided for the fly ash, silica fume and High-Reactivity Pozzolan. The fly ash, silica fume, and High-Reactivity Pozzolan may be weighed in the cement hopper and discharged with the cement.

In subsection 701.01 delete and replace the second paragraph with the following:

All concrete, including precast, prestressed and pipe shall be constructed with one of the following hydraulic cements, unless permitted otherwise.

ASTM C 150 Type I
ASTM C 150 Type II
ASTM C 150 Type V
ASTM C 595 Type IL
ASTM C 595 Type IP
ASTM C 595 Type IP(MS)
ASTM C 595 Type IP(HS)
ASTM C 595 Type IT
ASTM C 1157 Type GU, consisting of no more than 15 percent limestone
ASTM C 1157 Type MS, consisting of no more than 15 percent limestone
ASTM C 1157 Type HS, consisting of no more than 15 percent limestone

In subsection 701.02 add the following after the first paragraph:

Blending of pozzolans according to ASTM D5370 is permitted to meet the requirements of ASTM C 618.

Add subsection 701.04 immediately following subsection 701.03 as follows:

701.04 High-Reactivity Pozzolans. High-Reactivity Pozzolans (HRP) shall conform to the requirements of AASHTO M321. HRP's are but not limited to metakaolin, rice hull ash, zirconium fume, ultra-fine fly ash, and fume from the production of 50 percent ferrosilicon (with SiO₂ less than 85 percent).

HRP's shall meet the following optional requirement of AASHTO M321: The sulfate expansion at 14 days shall not exceed 0.045 percent

HRP shall be from a preapproved source listed on the Department's Approved Products List. The HRP intended for use on the project shall have been tested and accepted prior to its use. Certified Test Reports showing that the HRP meets the specification requirements and supporting this statement with actual test results shall be submitted to the Engineer.

The HRP shall be subject to sampling and testing by the Department. Test results that do not meet the physical and chemical requirements may result in the suspension of the use of HRP until the corrections necessary have been taken to ensure that the material conforms to the specifications.

REVISION OF SECTION 614
ACCESSIBLE PEDESTRIAN SIGNAL

Section 614 of the Standard Specifications is hereby revised for this project to include the following:

DESCRIPTION

This work consists of the construction of an accessible pedestrian signal at locations as shown on the plans.

MATERIALS

The Accessible Pedestrian Signal (APS) shall be an audible-tactile pedestrian signal system and shall consist of all electronic control equipment, mounting hardware, push buttons and signs designed to provide both a pushbutton with a raised, vibrating tactile arrow on the button as well as a variety of audible indications for differing pedestrian signal functions.

The APS shall meet the following requirements:

- (1) 2009 Manual of Uniform Traffic Control Devices (MUTCD), Chapter 4E – Pedestrian Control Features.
- (2) NEMA TS 2 Section 2.1 requirements for Temperature and Humidity, Transient Voltage Protection and Mechanical Shock and Vibration.
- (3) IEC 61000-4-4; 4-5 Transient Suppression requirements.
- (4) FCC Title 47, Part 15, Class A, Electronic Noise requirements.

The APS pushbutton enclosure shall meet the NEMA 250 – Type 4X enclosure requirement. Upon installation the APS shall have the following functional requirements:

(a) *APS functional requirements.* The APS shall have the following functional features:

- (1) The APS shall be programmable and adjustable. Programming and adjustments shall be made using a laptop computer or vendor supplied programmer. No additional hardware or equipment shall be required. The APS shall be fully compatible with the three latest versions of the Windows operating platform. The programmable features shall be:
 - A. Push-button locator tone
 - B. Walk and Wait audible message
 - C. Audible push-button informational message
 - D. Audible crossing beacon
 - E. Vibrating tactile arrow
 - F. Independent minimum and maximum volume limits for the Locator Tone, Walk and Audible Beacons features.
- (2) All audible features shall emanate from the pedestrian pushbutton housing. The APS shall utilize digital audio technology, having a minimum 12-bit sample at a 16k Hz sample rate. Total harmonic distortion shall be less than 3 percent at 75 decibels. The APS shall provide independent ambient sound adjustment for the Locator Tone feature. The APS shall allow for Locator Tone volume to be set below the ambient noise level. The system shall have, at a minimum, three programmable locator tones. All sound levels shall adjust automatically

utilizing an internally mounted, interval ambient sensing microphone, in accordance with the MUTCD.

- (3) The APS shall monitor the Walk condition for conflict operation. As a standalone unit, the APS shall disable the Walk functionality should a conflict be detected.
- (4) The APS system shall log cumulative call data. The data shall be date and time stamped, and shall be accessible via laptop.
- (5) The system shall have a programmable Extended Push Activation feature with the ability to extend the Walk time and provide an informational audible message. Activation shall be programmable from one to six seconds.
- (6) The system shall provide a programmable audible Wait message when the button is pushed. The message shall only annunciate once per actuation.

(b) Power Control Unit (PCU):

- (1) The PCU shall be mounted in the pedestrian signal head and shall be powered by the activation of Walk or Don't Walk using 120 Volts Alternating Current (VAC).
- (2) The PCU shall utilize separate power inputs for Walk and Don't Walk. The PCU shall not require more than four wires from the PCU to the corresponding push button.
- (3) The voltage at the push button shall not exceed 24 VAC.

(c) Push Button Assembly (PBA):

- (1) The PBA shall be a single assembly containing an ADA compliant, vibro-tactile, directional arrow button, weatherproof audible speaker and informational sign with optional placard braille messages. The PBA shall housing shall not incorporate any plastic or polycarbonate parts.
- (2) The PBA tactile arrow shall be 2 inches in length and shall be field adjustable to two directions.
- (3) The pushbutton shall utilize Piezo switch technology rated at greater than twenty million operations. Vibro-tactile operation shall pulse at 20 Hz with a minimum 0.003-inch displacement against a 2 pound applied force.
- (4) The PBA assembly shall be capable of mounting on a curved or flat surface utilizing either machine screws or bolts or banding type mounting hardware. The PBA shall accommodate mounting to a minimum 2-inch diameter pole.

CONSTRUCTION REQUIREMENTS

Prior to start of the installation of the APS, The Contractor shall submit a sample unit for testing. Installation of the APS shall not begin until written approval of the sample has been received from the

Engineer. If the unit fails to pass testing, the Contractor shall repair or replace the subsequent units at his expense.

A field test of a single APS shall be performed in the presence of the Engineer. All repairs or replacements required to ensure a fully operational system shall be at the Contractor's expense.

The APS shall be installed in accordance with manufacturer's recommendations.

METHOD OF MEASUREMENT

The Accessible Pedestrian Signal (APS) will be measured as the actual number that are installed and accepted.

BASIS OF PAYMENT

Payment will be made under:

Pay Item	Pay Unit
Accessible Pedestrian Signal	Each

Payment will be full compensation for all work, materials and equipment required to install a fully operational APS in accordance with these specifications.

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

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

REVISION OF SECTION 614
PEDESTRIAN PUSH BUTTON POST ASSEMBLY

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

Subsection 614.01 shall include the following:

This work consists of the installation of a pedestrian push button and steel post assembly at locations as shown on the plans.

Subsection 614.02 shall include the following:

Post for pedestrian push button shall be tubular steel, Schedule 80.

Concrete for foundation shall be Class B.

Pedestrian push button and sign shall meet all ADA requirements.

Wiring for pedestrian push button shall conform to manufacturer recommendations.

Subsection 614.02 shall include the following:

Steel posts and slip base assembly shall be galvanized in accordance with Section 509, unless painting is called for on the plans. Painting shall be in accordance with Section 522, Duplex Coating System. The post and slip base shall be constructed as shown on the plans.

Subsection 614.13 shall include the following:

Pedestrian Push Button Post Assembly will be measured as the actual number that are installed and accepted.

614.14 shall include the following:

Pay Item		Pay Unit
Pedestrian Push Button Post Assembly	Each	

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

REVISION OF SECTIONS 627 AND 708
 PAVEMENT MARKING PAINT

Sections 627 and 708 of the Standard Specifications are hereby revised for this project as follows:

In subsection 627.04, delete the first paragraph and replace with the following:

627.04 Pavement Marking with Waterborne, Low Volatile Organic Compound (VOC) Solvent Base, and High Build Acrylic Waterborne Paint (High Build). Striping shall be applied when the air and pavement temperatures are no less than 45 °F for waterborne and high-build paint, and no less than 40 °F for low VOC solvent base paint on asphalt or portland cement concrete pavements. The pavement surface shall be dry and clean. Surface cleaning shall be required when there is deicing material on the road. Weather conditions shall be conducive to satisfactory results.

In subsection 627.04 delete the table and replace it with the following

	Description	Paint		
		Waterborne	Low VOC	High Build
Alignment	Lateral Deviation	2.0 inch per 200 foot Max		
Coverage Rate	Sq. Ft. per Gallon	90-100	90-100	67-73
Thickness	Mil	16-18	16-18	22-24
Width	Inches	Per Plans +/- 0.25		
Dry Time	Minutes	5-10	5-10	5-10
Beads	Application Rate, lbs/gal	7-8		9-10

Subsection 627.13 shall include the following:

Pay Item	Pay Unit
Pavement Marking Paint (High Build)	Gallon

Delete subsection 708.05 and replace with the following:

708.05 Pavement Marking Materials. Except for pavement marking paint, pavement marking materials shall be selected from the Department's Approved Products List (APL). Prior to start of work, a Certified Test Report (CTR) for all pavement marking materials shall be submitted in accordance with subsection 106.13.

For white paint, the color after drying shall be a flat-white, free from tint, and shall provide the maximum amount of opacity and visibility under both daylight and artificial light. For yellow paint, the Federal Standard 595B shall be used to designate colors and the ASTM E308 shall be used to quantitatively define colors. After drying, the yellow paint shall visually match Federal Standard 595B color chip number 33538, and shall be within 6 percent of central color, PR-1 Chart, where $x = 0.5007$ and $y = 0.4555$ (The four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 Standard Colorimetric System measured with Standard Illuminant D65.)

- (a) *Low VOC Solvent Base Paint.* Low VOC Paint shall be ready mixed, and shall be capable of being applied to Asphalt or Portland Cement Concrete Pavements.

- (b) *Acrylic Waterborne Paint.* Acrylic waterborne paint shall be a lead-free, 100 percent Acrylic resin polymer waterborne *product*. The finished product shall maintain its consistency during application at temperatures compatible with conventional equipment.
- (c) *High Build Acrylic Waterborne Paint.* High build acrylic waterborne paint binder (nonvolatile portion of vehicle) shall be 100 percent HD 21 acrylic cross linking polymer, by weight, as determined by infrared analysis or other chemical analysis available to the Department.

Waterborne and High Build Acrylic Waterborne paint shall meet the following requirements:

Performance Requirements: The paint shall be water resistant and shall show no softening or blistering.

**Table 708-1
 WATERBORNE AND HIGH BUILD ACRYLIC WATERBORNE PAINT**

Property	White	Yellow	Test Method
Nonvolatile portion of vehicle (white and yellow), %	43.0	43.0	ASTM D 2205
Pigment Composition			
Percent by weight♦	60.0	60.0	ASTM D 4451 ASTM D 3723
Paint			
Titanium Dioxide Content, lb/gal	1.0	0.2	ASTM D 5381
Properties of the Finished Paint			
Total Non-volatiles, (solids) % by weight	77.0	77.0	FTMS 141C - Method 4053.1, ASTM D 2369, or ASTM D 4758
Density, lbs/gal ■	14.0-14.6	14.0-14.6	ASTM D 2205
Consistency (Viscosity) White and Yellow, Krebs-Stormer Units	85-95	85-95	ASTM D 562
Freeze Thaw Stability	Shall complete 5 or more test cycles successfully		ASTM D 2243
Fineness of Grind, Cleanliness Rating B, minimum	3	3	ASTM D 1210
Scrub Resistance	800	800	ASTM D2486
Directional Reflectance: [5 mil Wet Film]	90	50	ASTM E 1347
Dry Opacity (Contrast Ratio): [5 mil Wet Film]	0.95	0.95	ASTM D 2805
♦Percent by weight shall include percent of organic yellow pigment.			
■Density shall not vary more than 0.3 lbs. /gal between batches.			

REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL

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

In subsection 630.16 delete the fifth paragraph.

REVISION OF SECTION 630

RETROREFLECTIVE SIGN SHEETING

Section 630 of the Standard Specifications is hereby revised for this project as follows:
In subsection 630.02, delete the sixth and seventh paragraphs, including Table 630-1, and replace them with the following:

Retroreflective sheeting for all signs requiring an orange background shall be Type VI or Type Fluorescent.

Retroreflective sheeting for all signs requiring a yellow background shall be Type Fluorescent.

Table 630-1

RETROREFLECTIVE SHEETING TYPES

Sheeting	Type IV	Type VI (Roll-up sign material)	Type Fluorescent ¹
Application	Work Zone	Work Zone	Work Zone
All Orange Construction Signs			X
Orange Construction Signs that are used only during daytime hours for short term or mobile operations		X ⁴	X
Barricades (Temporary)	X		X
Vertical Panels	X		X
Flaggers Stop/Slow Paddle	X		X
Drums ²	X		X
Non-orange Fixed Support signs with prefix "W"	X		
Special Warning Signs			X
STOP sign (R1-1) YIELD sign (R1-2) WRONG WAY sign (R5-1a) DO NOT ENTER sign (R5-1) EXIT sign (E5-1a)	X		
DETOUR sign (M4-9) or (M4-10)			X
All other fixed support signs ³	X		X
All other signs used only during working hours	X		X
All other signs that are used only during daytime hours for short term or mobile operations	X	X ⁵	X
<p>1 Fluorescent Sheeting shall be of a brand that is on the CDOT Approved Products List. 2 Drum Sheeting shall be manufactured for flexible devices. 3 Fixed support signs are defined as all signs that must remain in use outside of working hours. They shall be mounted in accordance with Standard Plan S-630-1. 4 RS 24 only. 5 White only.</p>			

REVISION OF SECTION 630

SIGNS AND BARRICADES

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

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

Temporary sign support assembly shall be timber, perforated square metal tubing inserted into a larger base post or slip base or perforated metal U-channel with a slip base. The temporary sign support assembly shall conform to NCHRP and AASHTO requirements regarding temporary sign supports during construction.

Subsection 630.02 shall include the following:

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

REVISION OF SECTION 703
AGGREGATE FOR BASES
(WITHOUT RAP)

Section 703 of the Standard Specifications is hereby revised for this project as follows:

In subsection 703.03, delete the first paragraph and replace with the following:

703.03 Aggregate for Bases. Aggregates for bases except Aggregate Base Course (RAP) shall be crushed stone, crushed slag, crushed gravel, natural gravel, or crushed reclaimed concrete. Aggregate Base Course (RAP) shall be 100 percent crushed recycled asphalt pavement material. All materials except Aggregate Base Course (RAP) shall conform to the quality requirements of AASHTO M 147 except that the requirements for the ratio of minus 75 μm (No. 200) sieve fraction to the minus 425 μm (No. 40) sieve fraction, stated in 3.2.2 of AASHTO M 147, shall not apply.

The requirements for the Los Angeles wear test (AASHTO T 96 & ASTM C535) shall not apply to Class 1, 2, and 3. Aggregates for bases shall meet the grading requirements of Table 703-3 for the class specified for the project, unless otherwise specified.

REVISION OF SECTION 703
CONCRETE AGGREGATES

Section 703 of the Standard Specifications is hereby revised for this project as follows:

Delete the second paragraph of subsection 703.00 and Table 703-1.

Delete subsections 703.01 and 703.02 and replace with the following:

703.01 Fine Aggregate for Concrete. Fine aggregate for concrete shall conform to the requirements of AASHTO M 6, Class A. The minimum sand equivalent, as tested in accordance with Colorado Procedure 37 shall be 80 unless otherwise specified. The fineness modulus, as determined by AASHTO T 27, shall not be less than 2.50 or greater than 3.50 unless otherwise approved.

703.02 Coarse Aggregate for Concrete. Coarse aggregate for concrete shall conform to the requirements of AASHTO M 80, Class A aggregates, except that the percentage of wear shall not exceed 45 when tested in accordance with AASHTO T 96.

REVISION OF SECTION 712
WATER FOR MIXING OR CURING CONCRETE

Section 712 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 712.01 and replace it with the following:

712.01 Water. Water used in mixing or curing concrete shall be reasonably clean and free of oil, salt, acid, alkali, sugar, vegetation, or other substance injurious to the finished product. Concrete mixing water shall meet the requirements of ASTM C1602. The Contractor shall perform and submit tests to the Engineer at the frequencies listed in ASTM C1602. Potable water may be used without testing. Where the source of water is relatively shallow, the intake shall be so enclosed as to exclude silt, mud, grass, and other foreign materials.

**AFFIRMATIVE ACTION REQUIREMENTS
 EQUAL EMPLOYMENT OPPORTUNITY**

A. AFFIRMATIVE ACTION REQUIREMENTS

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

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area are as follows:

Goals and Timetable for Minority Utilization

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

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Par 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this specification, and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the Invitation for Bids and on the plans. In cases where the work is in two or more counties covered by differing percentage goals, the highest percentage will govern.

B. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these Specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes;

- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractor toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance Programs Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following;
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site

- supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the Contractor's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and Contractor's activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligation.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goal and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES.

1. *General.*
 - a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract. Provisions (Form FHWA 1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract provisions.
 - b. The Contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
 - c. The Contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. *Equal Employment Opportunity Policy.* The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program;

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include; employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. *Equal Employment Opportunity Officer.* The Contractor will designate and make known to the State highway agency contracting officers and equal employment opportunity officer (herein after referred to as the EEO Officer) who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. *Dissemination of Policy.*

- a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum;

- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

- (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.

- (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.

- b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

- (1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

- (2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. *Recruitment.*

- a. When advertising for employees, the Contractor will include in all advertisements for employees the notation; "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.
6. *Personnel Actions.* Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed;
- a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of his avenues of appeal.

7. *Training and Promotion.*

- a. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.
 - c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
8. *Unions.* If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women with the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or thorough a contractor's association acting as agent will include the procedures set forth below:
- a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
 - c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the State highway agency.
9. *Subcontracting.*
- a. The Contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.
 - b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. *Records and Reports.*

- a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate:
 - (1) The number of minority and nonminority group members and women employed in each work classification on the project.
 - (2) The Progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
 - (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.
- c. The Contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391.

U.S. DEPT. OF LABOR DAVIS BACON MINIMUM WAGES, COLORADO
HIGHWAY CONSTRUCTION, GENERAL DECISION NUMBER - CO140018

Decision Nos. CO140018 dated January 03, 2014 supersedes Decision Nos. CO130018 dated January 04, 2013.		Modifications			ID
		MOD Number	Date	Page Number(s)	
When work within a project is located in two or more counties and the minimum wages and fringe benefits are different for one or more job classifications, the higher minimum wages and fringe benefits shall apply throughout the project.		1	01/24/14	1	1
		2	06/20/14	2	2
General Decision No. CO140018 applies to the following counties: El Paso, Pueblo, and Teller counties.					
General Decision No. CO140018 The wage and fringe benefits listed below reflect collectively bargained rates.					
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod	
ELECTRICIAN:					
1199	El Paso, Teller	29.55	14.69	2	
1200	Pueblo	27.25	11.92		
POWER EQUIPMENT OPERATOR:					
Drill Rig Caisson					
1201	Smaller than Watson 2500 and similar	24.73	9.15	1	
1202	Watson 2500 similar or larger	25.04	9.15	1	
Crane					
1203	50 tons and under	24.88	9.15	1	
1204	51 - 90 tons	25.04	9.15	1	
1205	91 - 140 tons	25.19	9.15	1	
General Decision No. CO140018 The wage and fringe benefits listed below do not reflect collectively bargained rates.					
CARPENTER:					
1206	Excludes Form Work	24.15	6.25		
Form Work Only					
1207	El Paso, Teller	19.06	5.84		
1208	Pueblo	19.00	5.88		
CEMENT MASON/CONCRETE FINISHER:					
1209	El Paso, Teller	17.36	3.00		
1210	Pueblo	17.74	3.00		

1211	FENCE ERECTOR	13.02	3.20	
1212	GUARDRAIL INSTALLER	12.89	3.20	

General Decision No. CO140018				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	HIGHWAY/PARKING LOT STRIPING:			
1213	Painter	12.62	3.21	
	IRONWORKER:			
	Reinforcing (Excludes Guardrail Installation)			
1214	El Paso, Teller	20.49	1.65	
1215	Pueblo	16.69	5.45	
1216	Structural (Excludes Guardrail Installation)	18.22	6.01	
	LABORER:			
1217	Asphalt Raker	17.54	3.16	
1218	Asphalt Shoveler	21.21	4.25	
1219	Asphalt Spreader	18.58	4.65	
	Common or General			
1220	El Paso	17.05	3.69	
1221	Pueblo	16.29	4.25	
1222	Teller	16.88	3.61	
1223	Concrete Saw (Hand Held)	16.29	6.14	
1224	Landscape and Irrigation	12.26	3.16	
1225	Mason Tender - Cement/Concrete	16.29	4.25	
1226	Pipelayer	18.72	3.24	
1227	Traffic Control (Flagger)	9.55	3.05	
1228	Traffic Control (Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags), (Excludes Flaggers)	12.43	3.22	
1229	PAINTER (Spray Only)	16.99	2.87	

General Decision No. CO140018				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR:			
1230	Asphalt Laydown	22.67	8.72	
1231	Asphalt Paver	21.50	3.50	
	Asphalt Roller			
1232	El Paso	24.42	6.96	
1233	Pueblo	23.67	9.22	
1813	Teller	24.42	6.96	
1234	Asphalt Spreader	22.67	8.72	
	Backhoe/Trackhoe			
1235	El Paso	23.31	5.61	
1236	Pueblo	21.82	8.22	
1237	Teller	23.32	5.50	
1238	Bobcat/Skid Loader	15.37	4.28	
1239	Boom	22.67	8.72	
	Broom/Sweeper			
1240	El Paso, Teller	23.43	8.04	
1241	Pueblo	23.47	9.22	
	Bulldozer			
1242	El Paso	26.56	7.40	
1243	Pueblo, Teller	26.11	6.92	
1244	Drill	17.59	3.45	
1245	Forklift	15.91	4.68	
	Grader/Blade			
1246	El Paso	22.83	8.72	
1247	Pueblo	23.25	6.98	
1248	Teller	23.22	8.72	
1249	Guardrail/Post Driver	16.07	4.41	

General Decision No. CO140018				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
	Loader (Front End)			
1250	El Paso	23.61	7.79	
1251	Pueblo	21.67	8.22	
1252	Teller	23.50	7.64	
	Mechanic			
1253	El Paso	22.35	6.36	
1254	Pueblo	24.02	8.43	
1255	Teller	22.16	6.17	
	Oiler			
1256	El Paso	23.29	7.48	
1257	Pueblo	23.13	7.01	
1258	Teller	22.68	7.11	
	Roller/Compactor (Dirt and Grade Compaction)			
1259	El Paso	16.70	3.30	
1260	Pueblo, Teller	18.43	4.62	
1261	Rotomill	16.22	4.41	
1262	Scraper	24.28	4.83	
	Screed			
1263	El Paso, Teller	25.22	5.74	
1264	Pueblo	23.67	9.22	
1265	Tractor	13.13	2.95	

General Decision No. CO140018				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	TRUCK DRIVER:			
	Distributor			
1266	El Paso, Teller	17.98	3.97	
1267	Pueblo	18.35	3.85	
	Dump Truck			
1268	El Paso, Teller	16.85	4.83	
1269	Pueblo	16.87	4.79	
1270	Lowboy Truck	17.25	5.27	
1271	Mechanic	26.69	3.50	
1272	Multi-Purpose Specialty & Hoisting Truck	17.27	3.71	
1273	Pickup and Pilot Car	13.93	3.68	
1274	Semi/Trailer Truck	16.00	2.60	
1275	Truck Mounted Attenuator	12.43	3.22	
	Water Truck			
1276	El Paso	17.24	4.15	
1277	Pueblo	20.93	4.98	
1278	Teller	17.31	4.07	

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

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program.

If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of

Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION NO. CO140018

ON THE JOB TRAINING

This training special provision is an implementation of 23 U.S.C. 140 (a). The Contractor shall meet the requirements of the FHWA 1273 for all apprentices and trainees.

As part of the Contractor's Equal Employment Opportunity Affirmative Action Program, training shall be provided on projects as follows:

1. The Contractor shall provide on the job training aimed at developing full journey workers in the skilled craft identified in the approved training plan. The Contractor shall provide at a minimum, required training hours listed in the Project Special Provisions for each project.
2. The primary objective of this specification is to train and upgrade women and minority candidates to full journey worker status. The Contractor shall make every reasonable effort to enroll and train minority and women workers. This training commitment shall not be used to discriminate against any applicant for training whether or not the applicant is a woman or minority.
3. The Contractor may employ temporary workers from CDOT supportive services providers to meet OJT requirements. Information pertaining to supportive services providers may be obtained by calling the CDOT OJT Coordinator at the number shown on the link <http://www.coloradodot.info/business/equal-opportunity/training.html>
4. An employee shall not be employed or utilized as a trainee in a skilled craft in which the employee has achieved journey status.
5. The minimum length and type of training for each skilled craft shall be as established in the training program selected by the Contractor and approved by the Department and the Colorado Division of the Federal Highway Administration (FHWA), or the U. S Department of Labor (DOL), Office of Apprenticeship or recognized state apprenticeship agency. To obtain assistance or program approval contact:

CDOT Center for Equal Opportunity
4201 East Arkansas Avenue
Denver, CO 80222
eo@dot.state.co.us
1-800-925-3427

6. The Contractor shall pay the training program wage rates and the correct fringe benefits to each approved trainee employed on the project and enrolled in an approved program. The minimum trainee wage shall be no less than the wage for the Guardrail Laborer classification as indicated in the wage decision for the project.
7. The CDOT Regional Civil Rights Manager must approve all proposed apprentices and trainees for the participation to be counted toward the project goal and reimbursement. Approval must occur before training begins. Approval for the apprentice or trainee to begin work on a CDOT project will be based on:
 - A. Evidence of the registration of the trainee or apprentice into the approved training program.
 - B. The completed Form 838 for each trainee or apprentice as submitted to the Engineer.
8. Before training begins, the Contractor shall provide each trainee with a copy of the approved training program, pay scale, pension and retirement benefits, health and disability benefits, promotional opportunities, and company policies and complaint procedures.

9. Before training begins, the Contractor shall submit a copy of the approved training program and CDOT Form 1337 to the Engineer. Progress payments may be withheld until this is submitted and approved and may be withheld if the approved program is not followed.

10. On a monthly basis, the Contractor shall provide to the Engineer a completed On the Job Training Progress Report (Form 832) for each approved trainee or apprentice on the project. The Form 832 will be reviewed and approved by the Engineer before reimbursement will be made. The Contractor will be reimbursed for no more than the OJT Force Account budget. At the discretion of the Engineer and if funds are available, the Engineer may increase the force account budget and the number of reimbursable training hours through a Change Order. The request to increase the force account must be approved by the Engineer prior to the training.

11. Upon completion of training, transfer to another project, termination of the trainee or notification of final acceptance of the project, the Contractor shall submit to the Engineer a “final” completed Form 832 for each approved apprentice or trainee.

12. All forms are available from the CDOT Center for Equal Opportunity, through the CDOT Regional Civil Rights Manager, or on CDOT’s website at <http://www.coloradodot.info/business/bidding/Bidding%20Forms/Bid%20Winner%20Forms>

13. Forms 838 and 832 shall be completed in full by the Contractor. Reimbursement for training is based on the number of hours of on the job training documented on the Form 832 and approved by the Engineer. The Contractor shall explain discrepancies between the hours documented on Form 832 and the corresponding certified payrolls.

14. The OJT goal (# of training hours required) for the project will be included in the Project Special Provisions and will be determined by the Regional Civil Rights Manager after considering:
 - A. Availability of minorities, women, and disadvantaged for training;
 - B. The potential for effective training;
 - C. Duration of the Contract;
 - D. Dollar value of the Contract;
 - E. Total normal work force that the average bidder could be expected to use;
 - F. Geographic location;
 - G. Type of work; and
 - H. The need for additional journey workers in the area
 - I. The general guidelines for minimum total training hours are as follows:

Contract dollar value	Minimum total training hours to be provided on the project
Up to 1 million	0
>1 - 2 million	320
>2 - 4 million	640
>4 - 6 million	1280
>6 - 8 million	1600
>8 - 12 million	1920

>12 - 16 million	2240
>16 - 20 million	2560
For each increment of \$5 million, over \$20 million	1280

15. The number of training hours for the trainees to be employed on the project shall be as shown in the Contract. The trainees or apprentices employed under the Contract shall be registered with the Department using Form 838, and must be approved by the Regional Civil Rights Manager before training begins for the participation to be counted toward the OJT project goal. The goal will be met by an approved trainee or apprentice working on that project; or, if a Contractor's apprentice is enrolled in a DOL approved apprenticeship program and registered with CDOT using Form 838 and working for the Contractor on a non-CDOT project. The hours worked on the non-CDOT project may be counted toward the project goal with approved documentation on Form 832. Training hours will be counted toward one project goal.
16. Subcontractor trainees who are enrolled in an approved Program may be used by the Contractor to satisfy the requirements of this specification.
17. The Contractor will be reimbursed \$2.00per hour worked for each apprentice or trainee working on a CDOT project and whose participation toward the OJT project goal has been approved
18. The Contractor shall have fulfilled its responsibilities under this specification if the CDOT Regional Civil Rights Manager has determined that it has provided acceptable number of training hours.
19. Failure to provide the required training will result in the following disincentives: A sum representing the number of training hours specified in the Contract, minus the number of training hours worked as certified on Form 832, multiplied by the journey worker hourly wages plus fringe benefits [(A hours – B hours worked) x (C dollar per hour + D fringe benefits)] = Disincentives Assessed. Wage rate will be determined by averaging the wages for the crafts listed on Form 1337. The Engineer will provide the Contractor with a written notice at Final Acceptance of the project informing the Contractor of the noncompliance with this specification which will include a calculation of the disincentives to be assessed.

PARTNERING PROGRAM

The Colorado Department of Transportation actively encourages partnering and invites the Contractor and his subcontractors and suppliers to participate in a voluntary partnering agreement for this project.

The following information summarizes the partnering process. More information is available through the Resident Engineer listed in the project special provisions.

This partnership will be structured to draw on the strengths of each organization to identify and achieve mutual goals. The objectives are effective and efficient Contract performance with reciprocal cooperation, and completion within budget, on schedule, and in accordance with the Contract.

This partnership will be bilateral in make-up and all costs associated with this partnership will be agreed to by both parties and will be shared equally. The Contractor shall assume full responsibility for all costs associated with partnering during the implementation of the partnering process. CDOT will reimburse the Contractor for the agreed amount.

The CDOT Program Engineer or the Resident Engineer will contact the Contractor within ten days after the award of this project to ask if the Contractor wants to implement this partnership initiative. If the Contractor agrees, the Contractor's on-site project manager shall meet with CDOT's Resident Engineer to plan a partnering development and team building workshop. At this planning session, arrangements shall be made to determine the facilitator and the workshop, attendees, agenda, duration, and location.

The workshop shall be held prior to the commencement of any major work item and preferably before the preconstruction conference. The following persons shall attend the workshop: CDOT's Resident Engineer, Project Engineer, and key project personnel; the Contractor's on-site project manager and key project supervision personnel; and the subcontractors' key project supervision personnel. The following personnel shall also be invited to attend as needed: project design engineer, key local government personnel, suppliers, design consultants, CDOT maintenance foreman, CDOT environmental manager, key railroad personnel, and key utility personnel. The Contractor and CDOT shall also have Regional or District managers and Corporate or State level managers on the partnering team.

Follow-up workshops may be held periodically throughout the duration of the Contract as agreed by the Contractor and the Engineer at the initial workshop. A closeout workshop shall be held to evaluate the effectiveness of the partnership.

The establishment of a partnership charter, which identifies the workshop participants' mutual goals on the project, will not change the legal relationship of the parties to the Contract or relieve either party from any terms of the Contract.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS
(October 31st, 2013)

Attached is Form FHWA 1273 titled *Required Contract Provisions Federal-Aid Construction Contracts*. As described in Section I. General, the provisions of Form FHWA 1273 apply to all work performed under the Contract and are to be included in all subcontracts with the following modification:

For TAP (Transportation Alternatives Program) funded Recreational Trails projects, Section I (4) regarding convict labor and all of Section IV of the FHWA 1273 do not apply.

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

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

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or

subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan,

the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.