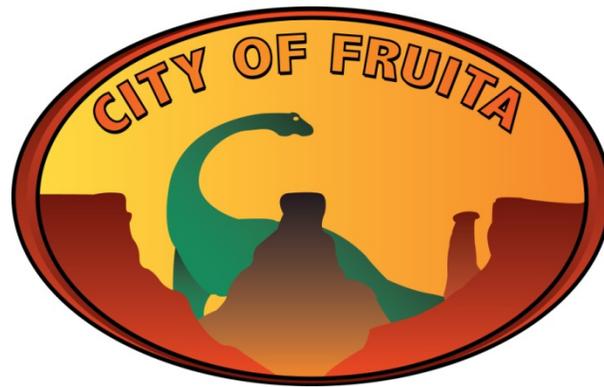


LOWER LITTLE SALT WASH RIVERFRONT TRAIL CONNECTION
CDOT Project # STE M505-006 (18643)
City of Fruita Project # 130-791-77-4730

CITY OF FRUITA

BID DOCUMENTS



DATE: November 16, 2015

City of Fruita
325 E Aspen Ave, Ste 155
Fruita, CO 81521

LOWER LITTLE SALT WASH RIVERFRONT TRAIL CONNECTION

CDOT Project # STE M505-006 (18643)

City of Fruita Project # 130-791-77-4730

BID DOCUMENTS INCLUDE:

- **Project Scope / Bid Instructions**
- **Contract for Construction Services**
- **Bid Schedule**
- **Exhibit A – Construction Services Agreement**
- **Exhibit B – Standard Contract Insurance Requirements**
- **Exhibit C – UPRR Contractor’s Right of Entry Agreement**
- **Exhibit D – CDOT Insurance Requirements**
- **Exhibit E – CDOT Project Special Provisions**
- **Exhibit F – CDOT Standard Special Provisions**
- **Exhibit G – Immigration Certification**
- **Exhibit H – 49 CFR 26, Appendix A – Guidance Concerning Good Faith Efforts (Used to evaluate GFE of Disadvantaged Business Enterprise Goal)**
- **Exhibit I – I-70 Temporary Access Traffic Control Plan**
- **Exhibit J – Required CDOT Forms for Bid Submittal
(Note: These forms are available on the CDOT website at:
<https://www.codot.gov/business/bidding/Bidding%20Forms/Bid%20Forms>)**
- **Project Plans – Bid Set ***

**separate document*

City of Fruita Project Contact:

John Vasey

Project Engineer/Manager

jvasey@fruita.org

O - 970-858-8377

C – 970-433-8523

F – 970-858-0210

LOWER LITTLE SALT WASH RIVERFRONT TRAIL CONNECTION

CDOT Project # STE M505-006 (18643)

City of Fruita Project # 130-791-77-4730

PROJECT SCOPE / BIDDING INSTRUCTIONS

1. Note:

The Special Provisions listed hereafter are specific to this contract only and do not apply to any other contract. Any provisions stated herein shall take precedence over any other sections of this document. Any conflicting segment shall be void while the special provision is applicable. The Contractor is to review these special provisions and include any costs of these provisions in the applicable pay items of the bid.

2. Project Specifications

The Colorado Department of Transportation (CDOT) Standard Specification for Road and Bridge Construction, 2011 Edition will govern general construction specifications. Copies of CDOT standard specifications are not included in the bid and specification package due to their length, but are incorporated herein by reference. Copies of CDOT standard specifications can be obtained from CDOT at: <http://www.coloradodot.info/business/publications-for-purchase.html> or by mail CDOT Headquarters, Bid Plans Room, 4201 E. Arkansas Ave., Denver, Colo. 80222

Administrative and contractual issues will be governed by various documents including these Special Provisions, the Bidding Instructions, the Construction Contract, and Section 100 of the CDOT Standard Specification for Road and Bridge Construction, 2011 Edition. In the case of discrepancies between similar administrative or contractual provisions contained in the various documents, the following hierarchy is specified:

1. Construction Contract, (highest priority)
2. Bidding Instructions,
3. Project Special Provisions,
4. Standard Special Provisions
5. Detailed Plans
6. Standard Plans
7. CDOT Standard Specifications

In the case of any discrepancies between the Project Drawings and the CDOT Standard Specification, the Project Drawings shall control. Any general changes from the standard CDOT construction specifications will be delineated in these Special Provisions, on the Project Drawings, or in Bid Addenda. When specifications or special provisions contain both English units and SI units, the English units apply and are the specification requirement.

LOWER LITTLE SALT WASH RIVERFRONT TRAIL CONNECTION

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3. Project Scope of Work

All the Project contractual obligations and monies are the domain of the City of Fruita for the Lower Little Salt Wash Riverfront Trail Connection. The City of Fruita will provide the Project Engineer and the Project Manager during construction of the project. The City of Fruita is responsible for trail maintenance after Project Final Acceptance.

A Federal Highways Administration grant, a GOCO grant and the City of Fruita will fund this Project. The project is located along the Little Salt Wash crossing properties owned by the City of Fruita, Mesa County, CDOT and Union Pacific Railroad. The Project Construction Phase will be primarily managed by the City of Fruita Engineering Department with Local Agency oversight provided by CDOT.

This Project includes approximately 0.86 Mile of 10 foot wide concrete path with gravel and concrete shoulders. A pedestrian bridge 69 feet 4 inches long and a 20 foot cast in place concrete box culvert are included within this project. The concrete path will pass under 3 bridges and through 2 existing concrete box culverts. There are 2 areas requiring the design and construction of retaining walls on each side of the railroad crossing.

The contractor must obtain and manage the required Storm Water Permit for the duration of construction for this project. The City of Fruita will accept the permittee responsibilities for the Project SWMP at Final Completion of the project until inactivation of the permit.

This Project includes funding by CDOT administered FHWA grants; therefore Davis Bacon wage rates will apply. This Project includes a Disadvantaged Business Enterprise (DBE) goal of 5% and On the Job Training requirement of 200 hours.

It is the Contractor's responsibility to verify the locations of all utilities within the Project Construction Limits.

The City of Fruita will provide an approved temporary access permit from I-70 south to the project area located west of the Little Salt Wash and south of I-70. The Prime Contractor shall follow the preapproved Traffic Control Plan for this access. The contractor is responsible for all other traffic control required for the Project including but not limited to Highway 50 and Greenway Drive. The project Traffic Control Plan (Method of Handling Traffic – MHT) shall be organized by the Contractor's TCP and approved by CDOT and the Project Manager.

4. Mandatory Pre - Bid Conference

A Mandatory Pre - Bid Meeting is scheduled for 1:30 PM on Tuesday, December 1, 2015 at the Fruita Civic Center Council Chambers. Bids will be accepted only from CDOT pre-qualified bidders who attend the mandatory Pre-Bid Meeting.

LOWER LITTLE SALT WASH RIVERFRONT TRAIL CONNECTION

CDOT Project # STE M505-006 (18643)

City of Fruita Project # 130-791-77-4730

5. Tentative Project Schedule

Date - Time

Ad dates – GJ Sentinel, WCCA, Fruita Website (14 Day Period)	November 15, 22, 29, 2015
Plans and Bid Documents Available Electronic Downloads; Fruita.org, wcca-gj.com	Monday November 16, 2015
Mandatory Pre-Bid Conference Fruita Civic Center, Fruita, CO	Tuesday, December 1, 2015 1:30 PM
Question Deadline	Thursday December 3, 2015, 5:00 PM
Addendum Issued	Friday December 4, 2015
Bid Opening Fruita Civic Center, Fruita, CO	Tuesday December 8, 2015 1:30 PM
Substantial Completion	75 Working Days

6. Hours of Operation

Contractor may perform work Monday through Friday during daylight hours only without prior approval. Work may be performed on Saturday and Sunday with prior approval. Equipment and Machinery may not be operated prior to 6:30 AM in residential and commercial areas without prior approval.

Contractor shall provide notification of construction schedule to all residents and businesses affected at least three days in advance of construction activities that create disruptions. Door hangers are acceptable.

7. Road Closures, Detours, and Traffic Control

The Contractor shall install and maintain traffic control for the project when working adjacent to roads. The contractor shall insure that access to individual parcels / residents / business patrons (within the construction zone) be maintained at all times, minor delays excepted. The contractor has the responsibility to keep the business owners and residents informed of work tasks affecting their property.

8. Construction Sequencing

Actual scheduling and performance of the Work is the sole responsibility of the Contractor, as are takeoffs to estimate/confirm cut and fill quantities.

LOWER LITTLE SALT WASH RIVERFRONT TRAIL CONNECTION

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9. Staging/Lay down Areas

Contractor must take precautions to ensure no materials are stored, dumped, leaked or otherwise placed or located such that they could enter private property or existing storm drain inlets.

Storm inlets shall be protected by straw bales, gravel inlet filters, or other means to prevent rain events from washing significant sediment into them. Extra care shall be taken to not encroach on private property. If in doubt, contact the Project Manager for guidance. See also Section IX of the Special Provisions.

10. Protection of Adjacent Improvements, Environmental Controls, and Site Restoration

The progress of the work shall be done in a manner to protect existing facilities - such as storm drainage facilities and existing concrete and asphalt, as well as private property - specifically fences and landscaping not designated for removal. Any damage to existing facilities, public or private, and not designated for removal, shall be the sole responsibility of the Contractor.

The Contractor shall protect all existing grasses, trees, shrubs, and other existing vegetation in this area, except for those that are dead, or are called for removal to accommodate construction of the project.

The Contractor shall perform all the work in such a manner that the least environmental damage will result. Any questionable areas or items shall be brought to the attention of the Project Manager for approval prior to removal or any damaging activity. Damaged or destroyed trees, shrubs, or grass, which could have been saved, shall be replaced and/or re-vegetated at the expense of the Contractor.

The Contractor shall implement and install standard Best Management Practices (BMP's) in constructing sediment control measures such as silt fence and storm inlet protection, storing chemicals and fuels, and servicing heavy equipment. Fuels, chemicals, and any other liquid or solid hazardous substances shall be properly stored and handled per OSHA and/or EPA requirements to avoid spills and/or other discharges.

Of particular concern is protection of existing storm inlets (curb inlets) during construction. It is imperative that existing piping remain clean and free of soil and debris, such that the existing capacity of the outlet is not compromised. Protection of curb inlets via straw bales and/or gravel filters is mandatory and will be inspected by the Project Manager and Erosion Control Supervisor regularly. Any flushing or cleaning required for maintaining clean storm drainage piping during construction will not be paid as additional work.

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11. Construction Staking

Project Control Points are shown on the Project Plans, Sheet C8. The Contractor shall be responsible for all construction surveying required for layout and final placement of materials and for maintaining all construction staking. The Contractor shall bear the expense of replacing destroyed survey staking and monuments.

12. Utilities

The Contractor shall comply with Article 1.5 of Title 9, CRS (“Excavation Requirements”) when excavation or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days prior to commencing such operations. Contact the Utility Notification Center of Colorado (UNCC) to have locations of UNCC registered lines marked by member companies. Calls originating within the Denver metro area use phone no. 534-6700; calls originating outside the Denver area use 1-800-922-1987. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavating or grading.

The locations of utility facilities shown on the plan and profile sheets were obtained from the best available information. The contractor is responsible for all utility locates, and is responsible for any damage, replacement and repairs to affected utility lines. All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the work.

Known utilities within the limits of this project are: a private electrical service, Xcel gas lines, Ute water line, sanitary sewer line and fiber optic line.

The work described in these plans and specifications require coordination between the Contractor and the utility companies in accordance with the Contract. There are no known utility relocations required for this project.

The Contractor must keep the utility company(s) and the Project Manager advised of any work required for their facility(s), so the utility company(s) can coordinate their inspections for final acceptance of the work.

13. Measurement

The Bid Schedule is comprised of several Lump Sum and Unit Price items of work that collectively covers all the work for this project. The Bid Schedule shows estimated quantities based on the Engineer’s Estimate. Actual quantities may be more or less than the Bid Schedule quantity. All quantities will be paid at the listed Unit Price. If there is a need to change the amount of work for a Unit Price Item, the schedule of Unit Prices will be the contractual basis for establishing the associated cost impact. Lump Sum prices will only be changed via negotiated Change Order.

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Each month the Contractor and the Project Manager will evaluate the progress of the work and agree to the overall percent complete for each Lump Sum item. This will be the basis for progress payments against lump sum items.

Measurement for payment quantities and associated surveying, calculations and documentation are the responsibility of the Contractor. Calculations and documentation shall be submitted to the Project Manager, either before or concurrent with invoicing the items for which payment is requested. The Project Manager and Project Inspector will also perform measurements and surveys on their own accord to verify payment quantities.

As a condition of final payment, the Contractor shall secure full written lien releases from all subcontractors, equipment and material suppliers, who have provided services, equipment and materials, on behalf of the contract, releasing the Owner and the Contractor from any further claim.

14. Conformity with Plans and Specifications, Price Reductions.

All work performed and all materials furnished shall conform to the lines, grades, cross sections, dimensions, and material requirements, including tolerances, specified in the Contract or as shown on the drawings. For those items of work where working tolerances are not specified, the Contractor shall perform the work in a manner consistent with reasonable and customary manufacturing and construction practices.

When the Project Manager finds that the materials furnished, the work performed, or the finished product does not conform with the Plans, Specifications, or Contract but that reasonably acceptable work has been produced, the Project Manager reserves the right to negotiate price reductions for sub-standard work that will remain in place. The Project Manager may use Section 105 of the CDOT Standard Specification, incorporated by reference in Section I, to evaluate appropriate price reductions, or other methods, at his discretion. If acceptable price reductions are negotiated, the Project Manager will document the basis for acceptance by Contract Modification Order which will provide for an appropriate reduction in the Contract price for such work or materials. If a satisfactory price reduction cannot be negotiated, the Project Manager reserves the right to require removal and replacement of substandard work at the expense of the Contractor.

When the Project Manager determines the materials furnished, work performed, or the finished product are not in conformity with the Contract and has resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

If deemed necessary by the Project Manager, materials will be sampled and tested by the Quality Assurance Firm in accordance with the sampling and testing schedules and procedures contained in CDOT's Field Materials Manual. Materials or work will be

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evaluated for price reduction when deviations from specifications occur on any of the several individual tests for the lot. The Contractor will not have the option of accepting a price reduction in lieu of producing specification material. Continued production of non-specification material will not be permitted. Material which is obviously defective may be isolated and rejected without regard to sampling sequence or location within a lot.

15. Time of Completion, Incentives

Adequate time is contained in the schedule to achieve the Substantial Completion date of **75 working days** during normal working hours.

Substantial Completion is defined as follows:

1. Date of Signature of the Project Manager on the Notice of Substantial Completion.
2. All major construction, including operational signage completed per plan.
3. All road closures/ detours/ and traffic control removed, and all roads open to unrestricted travel in both directions.

Substantial Completion does not include minor repairs and punch list items that do not affect safe, unrestricted pedestrian and vehicle access through the corridors.

Any claim for delay resulting in potential changes to dates specified herein must be submitted in writing to the Project Manager, who will evaluate the claim and issue a written response, and issue a change order if necessary. Claims for delay will not be considered valid solely based on the Contractor or Subcontractor(s) inability to complete a specific work task at a specific location, if similar work can be performed at a different location.

All construction projects encounter minor delays in certain tasks and the City expects the Contractor to be flexible in addressing normal construction variability. By way of example, if a storm drain installation at a particular location cannot be completed due to interference, but other storm drain work can be performed at a different location, a claim for delay will not be considered a valid claim. Similarly, if a storm drain installation encounters soft soils requiring additional excavation and backfill, this will be considered normal construction variability not subject to a claim for delay. In either of these examples a cost impact, and potential increase in Contract value may be valid, even though the claim for delay is not.

16. Form of Bid and General Description of Bid and Award Process

The Bid Schedule is included with these Instructions. In general, work tasks such as mobilization, clearing, grubbing, and field survey work will be bid and paid on a fixed price lump sum basis. Most other items will be bid and paid on a unit price basis. Estimated quantities are shown on the Bid Schedule. Actual quantities of unit price

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items may be either more or less than those shown on the Bid Schedule, with payment being the bid unit price.

Sealed Bids will be opened at 1:30 PM, December 8, 2015 at the Fruita Civic Center. Evaluation of the bids and selection of a winning bid will be based strictly on the lowest cost, responsive, BASE BID. Any bid deemed non-responsive will be eliminated from further consideration and the bid will not be read. Responsive bidders will have their BASE BID read aloud.

The Project Manager expects to issue a Notice of Award approximately one week after opening the bids. A signed Contract will be executed, a Notice to Proceed will be issued and a pre-construction meeting will be held one week after awarding the bid.

The pre-construction meeting shall be held with the General Contractor's Project Manager and Field Supervisor(s), CDOT Engineer, CDOT Project Coordinator, Project Manager, Project Engineer, Inspector, testing firm representative, and any other major subcontractors desired by the General Contractor.

17. Construction Contract

A Construction Contract is included in the Bid materials. Bidders must provide any objections or suggested changes in contract language at the time of bid opening. The Project Manager will negotiate and finalize contract language with the successful low bidder, issue a Notice to Proceed, and hold a Pre-construction Meeting as soon as a Contract is signed and Performance and Payment Bonds are received. CDOT Agreements Unit will review and approve the Bid Documents.

While it is the intention to award and construct the entire project as reflected by the Base Bid, the Owner and Project Manager reserves the right to delete work or reduce quantities, select alternatives, and/or otherwise modify the Scope of Work, either prior to or after Contract execution. This will not change the selection process.

18. Schedule of Construction Activities

The tentative schedule of project construction shall be provided by the Contractor at the pre-construction meeting.

19. Addenda

Any interpretations, corrections, or changes to these Bidding Instructions, the Project Special Provisions, or extensions to the bidding deadlines or other dates will be made by written Addenda to the Bidding Instructions by the Project Manager, who shall have sole authority to issue and authorize addenda. Addenda will be added to the Bidding Instructions and will be made available on all websites distributing project documents and emailed to all firms who attended the Mandatory Pre - Bid Conference and provided an email address. All addenda shall be acknowledged and initialed on the Bid Schedule.

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All questions about the meaning or intent of the Bidding Instructions are to be submitted in writing to the Project Manager (faxes or emails are acceptable) or mentioned at the Pre - Bid Conference. Interpretation or clarifications deemed necessary by the Project Manager in response to such questions will be issued by addenda faxed or emailed to all parties recorded by the Project Manager as having received Bidding Instructions.

20. Exceptions and Substitutions

Offerors are responsible for reviewing these Bidding Instructions and the attached Draft Construction Contract in their entirety. Offerors may take exception to any provision contained therein, and shall state these exceptions, substitutions or alternative on a separate sheet of paper at the time of bid, but do so at their own risk. The Owner reserves the right to accept or reject any or all exceptions, substitutions, or alternatives.

21. Confidential Materials

All materials submitted in response to this RFP will become public record in accordance with the Open Records Act and will be subject to inspection after contract award, with the following exceptions:

- A. Company Financial Disclosures
- B. Confidential Proprietary Information
- C. Any information requested to be considered as Confidential Proprietary Information must be clearly identified as a “**Confidential Disclosure**”, be placed in a separate envelope, and include a justification for the request. Neither Unit Prices nor the total bid will be considered confidential or proprietary.
- D. All bids, excluding any confidential materials, become the property of the Owner upon receipt, and will only be returned to the Offeror at the Owner’s option.

22. Required Submittals

22.1 Each Bid shall contain a completed and signed Bid Schedule. A Bid Schedule will not be considered complete unless all spaces for inserting either unit prices or total prices are filled in. Lump Sums and Unit Costs will be considered contractual obligations. Total BASE BID will be used for bid comparison purposes in determining the lowest responsive bidder. Any blank on the Bid Schedule that is not filled in with a number shall be assumed to be zero.

22.2 The Bid Schedule shall be signed by a principal of the company having the authority to enter into contractual relationships on behalf of the company.

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22.3 Each Bid shall include a Bid Bond or other guarantee equal to 5% of the Total BASE BID as listed on the bottom of the Bid Schedule. The Bid Bond or other security of the three lowest responsive bidders shall be retained until the successful bidder executes the Contract and furnishes the required Contract security, but not longer than 45 days. The Bid Bond or other guarantee of other bidders shall be returned within seven days.

22.4 Each Bid shall include a list of objections or suggested changes in the language of the Draft Construction Contract. Bidders may use the form provided or put this information in their own format.

22.5 Each Bid shall be submitted in a sealed envelope, and clearly marked on the outside "**Lower Little Salt Wash Riverfront Trail Connection**". The envelope must also have the Bidders name.

22.6 Exhibit G is the *Notification of Immigration Compliance Requirements and Certification by Contractor*. This is part of the Bid Document Package and must be signed and submitted with the Bid.

23. Altering and Withdrawing Biddings.

Any hand written alteration to a bid must be initialed by the signer of the bid, guaranteeing authenticity. Bids cannot be altered or amended after the submission deadline, but may be withdrawn entirely at any time prior to the execution of the final Contract.

24. Prime Contractor Qualifications

All Bidders – Prime Contractors shall be CDOT Prequalified at the time of bidding. Contractors should submit CDOT Form 66 to CDOT at least 17 days before the Bid Opening.

25. Bid Deadline.

All Bids must be received in the City of Fruita Engineering office no later than **Tuesday, December 8, 2015 at 1:30 PM**. Late or unsigned bids will not be accepted or considered.

26. Responsiveness.

At the Bid Opening, each bid will be evaluated for responsiveness according to the checklist below. The Owner reserves the right to waive minor discrepancies in form or content of the bids, but the minimum requirements for responsiveness must be met. Any missing item from the checklist below is cause for rejection of the entire bid.

LOWER LITTLE SALT WASH RIVERFRONT TRAIL CONNECTION

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- **Bid Bond**
- **Insurance Certificate – Liability**
- **CDOT Form 606 – Anti – Collusion Affidavit**
- **CDOT Form 714 - Underutilized DBE Bid Conditions Assurance**
- **CDOT Form 715 – DBE Goal Certificate Participation**
- **Signed copy of Exhibit G *NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND CERTIFICATION BY CONTRACTOR.***
- **Initialed Acknowledgement of any Addendums**
- **Signed Bid Schedule**
- **Total Base Bid Amount**

The low bidder must submit the following forms to the Local Agency by **4:30 PM** the following day.

- **CDOT Form 605 – Contractors Performance Capability Statement**
- **CDOT Form 621 – Assignment of Anti-Trust Claims**

27. Conflict of Interest

No City of Fruita public official and/or City of Fruita employee shall have a direct financial interest in any firm submitting a Bid under this Request. Any indirect interest in an Offeror firm by a City of Fruita or public official and/or City of Fruita employee by virtue of blood or marriage shall be disclosed within the Bid. Failure to do so may delay your prequalification and ability to bid.

28. Only One Bid Accepted

Multiple Bids from an individual, firm, partnership, or corporation under the same or different names will not be considered. Evidence that any primary Offeror has an interest in more than one Bid for the same Work will be cause for rejection of all such bids. Evidence of collusion or other illegal activities between firms will be considered sufficient cause for the rejection of all Bids so affected. A subcontracted person or entity (such as a Surveyor or Traffic Control Firm) which has quoted prices to one bidder is not disqualified from quoting prices to other bidders but may not submit a direct bid on its own behalf.

The City of Fruita and CDOT will submit bid paperwork for approvals and fund encumbrance after selection of the lowest responsive bid contractor. The approval and encumbrance process may take several weeks before the Notice of Award can be issued and contracts signed.

END OF PROJECT SCOPE / BID INSTRUCTIONS

CONTRACT FOR CONSTRUCTION SERVICES

This Contract, entered into this ____ day of _____, 2015, by and between City of Fruita, Colorado ("City" herein), and _____ ("Contractor" herein):

In consideration of \$100.00, the receipt and sufficiency whereof is hereby acknowledged by Contractor, the parties agree as follows:

1. The Contractor shall perform the work set forth on the attached Exhibits "A-G" and the Project Plans, incorporated herein by this reference.
2. The total amount of the Contract shall not exceed _____, including the above consideration paid by City. The Contractor shall be paid in accordance with the Bid Schedule as set forth on the attached Exhibit "A", Section 17, incorporated herein by this reference. To receive payment, Contractor must approve invoices submitted by the Local Agency Project Manager for work completed.
3. Contractor shall proceed with the work hereunder upon receipt of a written Notice to Proceed from the City. Such written notice shall be issued by the Contract Administrator. The Contract Administrator for the City is _____ unless otherwise designated in writing.
4. Contract Administrator for the Contractor is _____.
5. The term of this Contract shall be from _____ to _____ (or as extended by Paragraph 15 of Exhibit A).
6. Contractor shall provide the insurance bonds and indemnities required in the attached Exhibits "B, C and D", insurance provisions, incorporated herein by this reference. Any subcontractors shall provide the same insurance bonds and indemnity required of Contractor.
7. Both parties reserve the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Contract without liability by giving written notice of such termination to the other party. A written notice to terminate must be delivered to the other party thirty (30) days prior to the date of final service delivery. In the event of such termination, the Contractor shall be paid for all satisfactory work accomplished pursuant to this Contract. Any final settlement of compensation shall take into full consideration all work which has been properly performed by the Contractor and all payments which have or have not been made.

No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

Upon termination or expiration of this Contract, Contractor shall immediately cease service work, and deliver to City all documents, keys, papers, calculations, notes, reports, or other technical papers which have been prepared by or provided to Contractor under the terms of this Contract. This paragraph shall survive termination of this contract.

8. This Contract is subject to all terms and conditions set forth in the attached Exhibit "A", Standard Terms and Conditions, incorporated herein by this reference.

CITY OF FRUITA

By: _____
Michael Bennett
City Manager

Attest:

Margaret Sell
City Clerk

**CONTRACTOR
(Name of Corporation or Partnership)**

By: _____
Name
Title

Attest:

Secretary

BID SCHEDULE

Lower Little Salt Wash Riverfront Trail Connection

Federal Aid Project STE M505 006

Project Code No. 18643

Date: 11/16/2015

ITEM	CONTRACT ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
107	Quality Control Testing - Contractor	1	LS		
201	Clearing and Grubbing	1	LS		
202	Removal of Existing Fence	696	LF		
202	Removal of Gate	1	Ea		
202	Removal of Tree	1	Ea		
203	Unclassified Excavation	1,467	CY		
203	Unclassified Excavation (Complete in Place)	4,195	CY		
206	Structure Excavation	687	CY		
206	Structure Backfill (Class 1)	362	CY		
206	Subgrade Stabilization	303	CY		
207	Topsoil	3,000	CY		
207	Stockpile Topsoil	3,000	CY		
208	Sweeping	60	HR		
208	Silt Berm	3,600	LF		
208	Erosion Log (12-Inch)	150	LF		
208	Concrete Washout Structure	5	Ea		
208	Erosion Control Supervisor	75	DAY		
208	Vehicle Tracking Pad	6	Ea		
210	Modify Bridge Drains	1	LS		
210	Relay Riprap	52	CY		
210	Adjust Manhole	2	Ea		
212	Seeding (Native)	2	AC		
212	Soil Conditioning	2	AC		
213	Mulching (Weed Free)	2	AC		
213	Mulch Tackifier	100	LB		
304	Aggregate Base Course (Class 6)	2,017	CY		
502	HP Piling (HP 12x74)	185	LF		
504	Retaining Wall	459	FF		
506	Riprap (12 Inch)	35	CY		
506	Riprap (16 Inch)	466	CY		
514	Pedestrian Railing (Steel)	258	LF		
601	Concrete Class D	140	CY		
602	Reinforcing Steel	15,989	LB		
603	18 Inch Reinforced Concrete Pipe	108	LF		
604	Inlet Type C (3 foot 6 inch)(Close Mesh)	2	Ea		
607	Fence (Temporary)	150	LF		
607	Barrier Fence with Studded Tee Line Posts (42 Inch)	357	LF		
607	Trail Closure Gate	3	Ea		
607	16 Foot Gate	1	Ea		
607	Corner Brace and Post	1	Ea		
608	Concrete Sidewalk (6 Inch)	5,100	SY		
608	Concrete Sidewalk (6 Inch)(Colored)	254	SY		
608	Concrete Sidewalk (12 Inch)(Colored)	48	SY		
608	Sidewalk Drain	14	LF		
614	Sign Panel (Class 1)	41	SF		

BID SCHEDULE

Lower Little Salt Wash Riverfront Trail Connection

Federal Aid Project STE M505 006

Project Code No. 18643

Date: 11/16/2015

ITEM	CONTRACT ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
614	Steel Sign Post (U-2)	17	Ea		
620	Sanitary Facility	2	Ea		
622	Bollard	2	Ea		
625	Construction Surveying	1	LS		
626	Mobilization	1	LS		
627	Pavement Marking	11	Gal		
628	Pre-Fabricated Structural Steel Bridge	1	EA		
630	Construction Zone Traffic Control	1	LS		
630	Railroad Zone Traffic Control	1	LS		
700	Railroad Insurance	1	LS		
700	F/A Minor Contract Revisions	1	FA	\$75,000.00	\$75,000.00
700	F/A Fuel Cost Adjustment	1	FA	\$1,000.00	\$1,000.00
700	F/A OJT Colorado Training Program	1	FA	\$1,000.00	\$1,000.00
700	F/A On The Job Trainee	200	HR	\$2.00	\$400.00

TOTAL BASE BID

Acknowledgement of Addenda:

Addendum # _____

Date: _____ Initials _____

Addendum # _____

Date: _____ Initials _____

Addendum # _____

Date: _____ Initials _____

Company Name: _____

By: _____

Signature: _____ Date: _____

EXHIBIT A

CONSTRUCTION SERVICES AGREEMENT

EXHIBIT A

**CITY OF FRUITA
CONSTRUCTION SERVICES AGREEMENT
STANDARD CONDITIONS**

- 1) Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this Contract.
- 2) The Contractor shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Contractor's expense, all necessary permits required by any governmental agency with jurisdiction.
- 3) In the performance of work under this Contract, the Contractor shall be deemed to be, and is, an Independent Contractor with the authority to control and direct the performance and details of its work; the City of Fruita (City) being interested only in the results obtained. As an independent contractor, Contractor shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.
- 4) Precautions shall be exercised at all times for the protection of all persons (including City employees and CDOT employees) and property. The safety provisions of all applicable laws, regulations and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. The Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. The Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.
- 5) This is a personal services contract on the part of the Contractor. This Contract may not be assigned or subcontracted without the prior express written consent of the City and any attempt to assign this Contract without the prior express written consent of the City shall render the Contract null and void with respect to the attempted assignee.
- 6) The City reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this Contract. The right of inspection reserved in the City is for protection of City in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve the Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.
- 7) The City, or its designee, may, at reasonable times, during the term of this Contract or for two

years after its termination or expiration, audit the Contractor's books with regard to this Contract, and the Contractor shall retain its books and records for the required period.

8) This is not an exclusive Contract. The City may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder. Contractor may contract to perform similar work for others, and is not expected to work exclusively for City.

9) This Contract is and shall be deemed to be performable in the City and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the prevailing party for costs and reasonable attorney's fees.

10) Contractor agrees that any information received by Contractor during any furtherance of the Contractor's obligations hereunder will be treated by the Contractor as confidential and will not be revealed to other persons, firms or organizations.

11) The Prime Contractor shall *self perform* work amounting to 30 percent or more of the original total cost of bid items and document this on CDOT Form 205. A "public work" is any construction, alteration, repair, demolition, or improvement of any building, road, street, bridge, drain, park, or other structure suitable for and intended for use by the public.

12) This Contract constitutes the entire agreement between the parties, and no changes or modifications shall be effective unless reduced to writing and signed by the party to be charged.

13) Persons signing as or on behalf of Contractor represent by their signature that the person signing is fully authorized to so sign this Contract and that the Contractor has taken all steps necessary that the signature is binding upon the Contractor.

14) The provisions of this Contract shall be severable; and the invalidity of any provisions shall not invalidate the remaining provisions hereof. Contract Paragraph 6 and Exhibit A Paragraphs 2, 3, 4, 7, 9, 10, 12, 13, and 15 shall survive expiration or any termination of this contract.

15) Contractor shall indemnify, and hold harmless the City, its agents, officials, employees, and CDOT, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by the Contractor or the subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Contractor further agrees that its obligations to the City under this paragraph include claims against the City by Contractor's employees whether or not such claim is covered by workers compensation. Contractor expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and CDOT as herein provided, and such obligation exists even if the claim is fraudulent or groundless.

16) THE CITY'S RIGHT TO WITHHOLD PAYMENT: The City may withhold from any payments due to Contractor, to such extent as may be necessary to protect the City from loss because of:

- A. Defective work not remedied;
- B. Claims filed by third parties or reasonable evidence indicating probable filing of such claims attributable to fault on the part of Contractor or any of its subcontractors of any tier, or suppliers;
- C. Contractor's failure to make payments properly to subcontractors, suppliers, or others performing portions of the Work or furnishing materials, equipment, or other services;
- D. A reasonable doubt that this Contract can be completed for the unpaid balance of the Contract Sum;
- E. Damage to the City or any separate subcontractor(s);
- F. Reasonable evidence that the Work will not be completed within the Contract Time;
- G. Failure to carry out the Work in accordance with the Contract;
- H. Contractor's failure to obtain necessary permits or licenses, or to comply with applicable codes, laws, and regulations;
- I. Failure of Contractor to keep its work progressing in accordance with the Construction Schedule;
- J. Contractor's failure to provide for proper superintendence on the site.
- K. Materials acquired by Contractor which are not on-site, or stored in a bonded warehouse.
- E. Failure to provide the original Certificates of Compliance (COC's), material certifications, lab tests, etc, that are representative of the materials supplied for the project.
- F. Delinquent Certified Payrolls forms for the Contractor (Prime) and Subcontractors.

17) APPLICATION FOR PAYMENT: PAY ESTIMATE: The Local Agency Project Manager will draft the Monthly Pay Estimate for the Project. The Pay Estimate will cover the period from the 21st of the current month to the 20th of the following month. The Contractor will review and sign the Pay Estimate. Payment to the Contractor is due by the fifth of the following month.

Contractor shall accompany all Applications for Payment with its valid lien waiver for the period of time covered by the Application for Payment, and except for the first Application for Payment, with valid lien waivers from all subcontractors, suppliers, and others, who may be entitled to assert a lien on the Project, for the period of time covered in the immediately preceding Application for Payment. Contractor is advised that no exceptions to this provision will be made, and any Application for Payment not accompanied by proper lien waivers will be cause for the immediate rejection of the Application for Payment. Prior to or at the time of submitting the first Application for Payment, Contractor must provide the City with a Colorado Department of Revenue Exemption Certificate for tax exemption purposes.

18) RETAINAGE: An amount equal to five percent (5%) of the amount shown to be due Contractor

on each Application for Payment shall be withheld. The City may, at its sole discretion, reduce or eliminate the retainage when it appears that such retainage is not necessary to adequately protect the City. Any reduction or elimination of the retainage shall be with the approval of the Contractor's sureties, if any.

Upon completion of the Work, and prior to the payment of the retainage, if any, the City shall publish in a newspaper published in City of Fruita, a Notice of Contractor's Settlement, which Notice shall state the Work has been completed and accepted and that the Contractor is entitled to final settlement and that upon thirty (30) days notice following the date of publication, specifying the exact date, the City will pay the full balance due as final payment, and that persons having claims for labor or materials furnished the Contractor shall present the same to the City prior to said date specified for such payment.

The Final Retainage shall be withheld until the Contractor has submitted all the Project paperwork to the Local Agency, and CDOT.

Nothing contained herein shall be construed as relieving the Contractor and sureties, if any, from any claim or claims for work or labor done or materials or supplies furnished in the execution of this Contract.

19) **PROPERTY OF THE CITY:** All drawings, specifications, reports, models, and other materials and copies thereof including electronic media prepared and furnished to or by Contractor are and shall be and remain the property of the City, whether the Project for which they are made be executed or not. With the exception of one (1) contract set and one (1) as-built set for Contractor, such documents are to be returned or suitably accounted for to the City on request at the completion of the Project. All of the preceding documents may be used by the City in whole or in part, or in modified form for all purposes the City may deem advisable in connection with the completion, maintenance of and additions to the Project, without further employment of or payment of any compensation to Contractor.

20) **TIME FOR PERFORMANCE:** Contractor's services shall commence upon the execution of this Contract and the Notice to Proceed for Construction. Contractor understands and agrees that time is of the essence with respect to its performance of all of its obligations hereunder. Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Contractor shall prepare and submit to the City, a Construction Schedule for the Work, which shall provide for the expeditious and practicable execution of the Work.

LIQUIDATED DAMAGES: The Prime Contractor accepts responsibility for timely completion. This Project is scheduled for 75 Working Days. If the total contract time including extended Working Days (approved in writing) exceeds the total Working Days allowed, Liquidated Damages will be assessed per CDOT Standard Specification 108.09. Working Days will be tracked by the Project Manager in agreement with the Contractor per Section 108.08. Incentives for early Project completion are not being offered.

21) **TERMINATION OR EXPIRATION:** Upon termination or expiration of this Contract, Contractor shall immediately cease work, and deliver to the City all keys and copies of any documents, papers, calculations, notes, reports, electronic disks or any other technical papers which have been prepared by Contractor under the terms of this Contract. This shall include delivery of and title to all materials and supplies paid for but not installed in the Project whether stored on or off the site.

22) **CONTRACT AMENDMENTS:** Contractor agrees that it shall not reasonably withhold its consent to any amendments or modifications to this Contract as may be requested by the City. All amendments shall be in the form of a written instrument.

23) **CONFLICT OF INTEREST:** No subcontractor or sub-subcontractor shall be engaged to perform work on the Project wherein a conflict of interest exists, such as being connected with the sale or promotion of equipment or material which may be used on the Project; provided, however, that in unusual circumstances and with full disclosure to the City of such interest, the City may permit a waiver, in writing, with respect to the particular subcontractor or sub-subcontractor.

24) **REJECTION AND CORRECTION OF WORK:** The Contract Administrator for The City shall, in the first instance, be the judge of the performance of Contractor, its subcontractors of all tiers, and its suppliers, as it relates to compliance with the Contract Documents and quality of workmanship and material. Should any defective work or material be discovered by The City during the progress of the Project, or should reasonable doubt arise as to whether certain material or work is in accordance with this Contract, the value of such defective or questionable material or work shall not be included in any Application for Payment, or if previously included, shall be deducted by Contractor in its next Application for Payment.

The Contract Administrator for The City will have authority to reject work which does not conform to the Contract Documents. Any defective material or workmanship may be rejected by The City's Contract Administrator at any time before the final completion of the Work, even though the same may have been previously overlooked and approved for payment.

The Contractor shall promptly and no later than ten (10) days after the date of written notice from The City's Contract Administrator rejecting such work, proceed at Contractor's expense, to correct, replace, and re-execute, all defective work, whether or not fabricated, installed or completed, or if so required, remove it from the site and replace it with work which conforms to the requirements of the Contract Documents.

If Contractor fails to correct, replace, or re-execute any defective work within the ten (10) days set forth above or persistently fails to carry out the Work in accordance with the Contract Documents, The City may correct and remedy any such deficiency. Contractor shall be responsible to The City for and shall bear all applicable direct, indirect, and consequential costs and damages attributable thereto, including but not limited to all fees and charges of any professionals made necessary thereby, all costs of repair and replacement of work of The City and others including separate contractor(s) destroyed or damaged by correction, all costs of removal or replacement of Contractor's defective

Work, any delay or liquidated damages, together with such other damages which The City may suffer, and an appropriate Change Order shall be issued deducting both sums from the payments then and thereafter due Contractor. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall promptly pay the difference to The City.

25) CHANGE ORDERS – CONTRACT MINOR REVISIONS (CMR): The City, without invalidating this Contract and without notice to any surety, may order extra work or make changes by altering, adding to, or deducting from the Work, and the Contract Sum and Contract Time, shall be adjusted as appropriate. The Contract Sum and Contract Time may be changed only by change order.

No additional materials, labor, and/or equipment time shall be expended by the Contractor or the Contractor's subs without written authorization in the form of signed Contract Minor Revisions or Speedy Memos (Field Order Directives) from the Local Agency Project Engineer or Project Manager. No claim for any change to the Contract Sum or Contract Time shall be valid unless so ordered.

A Change Order signed by Contractor conclusively establishes Contractor's full and complete agreement therewith, including any adjustment in the Contract Sum and Contract Time or the method of determining them, and that the same constitutes the full and complete settlement and resolution of the subject of the Change Order.

The amount of any adjustment for any items deleted from the Work shall be estimated at the time it is authorized to be deleted, and the agreed adjustment shall be deducted from subsequent monthly Applications for Payment.

When both additions and deletions are involved in a Change Order and Contractor is entitled to an adjustment to the Contract Sum, the adjustment shall be figured on the basis of net increase or decrease, if any, with respect to that Change Order.

26) CLEAN-UP: Contractor shall at all times keep the building(s) and site free from all surplus material and all waste material, dirt, and rubbish caused by its performance of the Work, including but not limited to its subcontractors of all tiers, and suppliers. Contractor shall, immediately prior to final completion of the Work, remove all tools, equipment, scaffolding, trailers, temporary facilities, and effects of Contractor's operations, and shall leave the Work thoroughly clean as may be necessary to make the building and site ready for occupancy.

27) CLOSEOUT DOCUMENTATION: Before the City shall accept the Work and publish a Notice of Final Settlement, and before final payment of any remaining retained percentage shall become due, Contractor shall deliver to The City;

- A. All guarantees and warranties required by the Project;
- B. Statements to support local sales and use tax refunds;
- C. Two (2) complete sets of any required operations and maintenance manuals and instructions for installed equipment, (if applicable);

- D. Two (2) sets of as-built drawings with one (1) as a sepia of each sheet and the other as a red-lined copy of each sheet;
- E. To the extent not already furnished, two (2) copies of all corrected Shop Drawings (if applicable);
- F. A complete and final waiver and/or release of any and all lien rights and lien waivers from each subcontractor of all tiers, material men, supplier, manufacturer, and dealer, for all labor, equipment, material, and all other items used or furnished by each on the Work. If any subcontractor, material man, supplier, or other, refused to furnish a waiver or release required by The City, The City shall be entitled to retain out of the Contract Sum a sum of money sufficient to protect The City against such lien or potential lien, or Contractor may furnish a bond satisfactory to The City;
- G. All keys, manuals, and maintenance stocks to The City; and
- H. Consent of the surety to final payment.
- I. All pertinent Project paper work required by CDOT and the City of Fruita.

28) **WAIVER OF BREACH:** No waiver of any breach of this Contract shall be held to be a waiver of any other breach. The invalidity of any one or more of the covenants, phrases, sentences, clauses, or provisions of this Contract or any part thereof; and in the event any one of the same shall be declared invalid, this Contract shall be construed as if such invalid portion had not been inserted provided the same does not work a substantial injustice.

29) **CONFLICTS WITHIN DRAWINGS, PROJECT MANUAL AND/OR CONTRACT:** The information shown on the Drawings and/or given in the Project Manual is believed to be accurate, but the accuracy is not guaranteed by the City. In the case of a disagreement between the Drawings, the Project Manual and/or this Contract, the more restrictive provision and the better quality or greater quantity of work shall govern and shall be included in the work and in the Contract.

30) **BONDS:** The Contractor shall furnish a Bond for 100% of performance, materials, and labor.

31) **WARRANTY:** At the Completion and Final Acceptance of the Project including the satisfactory completion of the Punch List(s), the Project will be accepted by the Local Agency; City of Fruita. Beyond the Project Final Completion Date and Project Acceptance, no implied or written warranties shall remain.

EXHIBIT B

STANDARD CONTRACT

INSURANCE REQUIREMENTS

EXHIBIT B

CONSTRUCTION SERVICES CONTRACT INSURANCE REQUIREMENTS

1. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by Contractor pursuant to this agreement and shall not start work under this agreement until such insurance coverage has been obtained and approved in writing by the City of Fruita's (City) Contract Administrator.
2. Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City, with a copy to the City's Contract Administrator, immediately upon request.
3. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation. In that notice the City and the City's Contract Administrator will be notified of any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.
4. Nothing herein shall be deemed or construed as a waiver of any of the protections to which the City shall be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, C.R.S., as amended.
5. All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to the City and CDOT. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception.
6. Contractor shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - a. Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado.
 - b. Commercial General Liability, "occurrence form," with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for

bodily injury, personal injury and property damage. In addition Contractor must either:

1) Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract

OR

2) Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.

7. The policies required by paragraphs (B) and (C) above shall be endorsed to specify; City of Fruita and Colorado Department of Transportation, their officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of Contractor, arising out of this Contract." All certificates of insurance are to be submitted on standard "ACCORD 25-S" form.

8. Depending on the nature and scope of the services to be provided under this Contract, additional insurance requirements may be specified by the City. Items listed below, which have been marked with an "X" are required of Contractor by the City as a condition of this Contract. Contractor initial, placed by the corresponding "X", shall acknowledge the Contractor compliance in meeting the specific insurance requirement(s).

Your
Initial X

___ X PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Agreement, and coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate.

___ ___ EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION (\$1,000,000) per occurrence/ONE MILLION (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

___ ___ BUILDERS RISK INSURANCE must be in an amount equal to the aggregate total of the initial contract prices in the contracts, as well as any subsequent modifications. The policy must be in Completed Value Form, insuring the entire project for, at least Broad Form coverage including theft. Such Insurance shall remain in effect until 12:00 noon on the day

following the date of final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project.

- X BID BONDS AND/OR PERFORMANCE BONDS. Bid bond coverage to be determined as a percentage of the total bid. Performance Bond in the amount of 100% of the project contract.

- X Other insurance as required. If other insurance is required it will be included and referred to as "EXHIBIT E – CDOT Utility / Relocation / Special Use Permit."

EXHIBIT C

UNION PACIFIC RAILROAD

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Mr. Haley,

Please find a copy of the Contractor's Right of Entry for your contractor below. Please have them execute the right of entry attached below in duplicate and in color, and return with a check for \$500 and two insurance certificates: (1) General & Commercial with 5 and 10 million limits, Auto 2 million and \$500,000 work comp with Union Pacific as the additional insured and the certificate holder; and (2) Railroad Protective with 2 and 6 million limits and Union Pacific as the primary insured. Please follow the below instructions:

Before Union Pacific Railroad Company can permit you to perform work on its property for the Purpose, it will be necessary for you to complete and execute two originals of the enclosed Contractor's Right of Entry Agreement.

Please include a check made payable to the Union Pacific Railroad Company in the amount of \$500.00 for the non-refundable fee. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Services' new policy regarding their Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

Under Exhibit C of the enclosed Contractor's Right of Entry Agreement, you are required to procure Railroad Protective Liability Insurance (RPLI) for the duration of this project. Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at: www.uprr.marsh.com.

This agreement will not be accepted by the Railroad Company until you have returned all of the following to the undersigned at Union Pacific Railroad Company:

- 1. Executed, unaltered duplicate original counterparts of the Contractor's Right of Entry Agreement;*
- 2. Your check in the amount of \$500.00 to pay the non-refundable fee. (The Folder Number should be written on the check to insure proper credit). If you require formal billing, you may consider this letter as a formal bill;*
- 3. Copies of all of your up-to-date General Liability, Auto Liability & Workman's Compensation Insurance Certificates (yours and all contractors'), naming Union Pacific Railroad Company as additional insured;*
- 4. Copy of your up-to-date Railroad Protective Liability Insurance Certificate (yours and all contractors'), naming Union Pacific Railroad Company as additional insured.*

**RETURN ALL OF THESE REQUIRED ITEMS TOGETHER IN ONE ENVELOPE.
DO NOT MAIL ANY ITEM SEPARATELY.**

If you have any questions concerning this agreement, please contact me as noted below. Have a safe day!

Respectfully,

David C. LaPlante

Senior Manager - Real Estate

Special and Public Projects

Union Pacific Railroad

1400 Douglas St. STOP 1690 | Omaha, NE 68179

Phone: 402.544.8563 | Fax: 402.501.0340

dclaplante@up.com

www.up.com

UPRR Folder No. 2891-74

UPRR Audit No.: _____
(Audit Number)

**CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT**

(COLORADO)

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2015, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

(NAME OF CONTRACTOR)

a _____ corporation ("Contractor").
(State of Incorporation)

RECITALS:

Contractor has been hired by the City of Fruita ("Political Body") to perform work relating to the construction of a grade-separated public pedestrian and bicycle trail, including the installation of an 8 foot high galvanized chain link fence and 315 linear feet of wire fence, (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad Mile Post 461.10 on Railroad's Green River DOT No.440843T, located at or near Fruita, Mesa County, Colorado, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, and as detailed on the Detailed Prints collectively marked **Exhibit A-1**, each attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between the Railroad and the Political Body.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The General Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C** and the Minimum Safety Requirements contained in **Exhibit D**, attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

MATTHEW C. JOHNSON
MGR TRACK MNTCE
2790 D ROAD
GRAND JCT, CO 81501
Work Phone: 970-248-4254
Cell Phone: 402-216-2305

KEITH A. KRUEGER
MGR SIGNAL MNTCE
901 NW NORRIS ST
TOPEKA, KS 66608
Cell Phone: 402 619-8044

- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the

execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 TERM; TERMINATION.

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and
continue until _____, unless sooner terminated as herein provided, or
(Expiration Date)
at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.
- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 CERTIFICATE OF INSURANCE.

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.
- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179-1690
UPRR Folder No. 2891-74*

ARTICLE 8 DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9 CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

- A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 11 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
David C. LaPlante
Senior Manager - Contracts

(NAME OF CONTRACTOR)

By _____

Printed Name: _____

Title _____

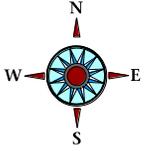
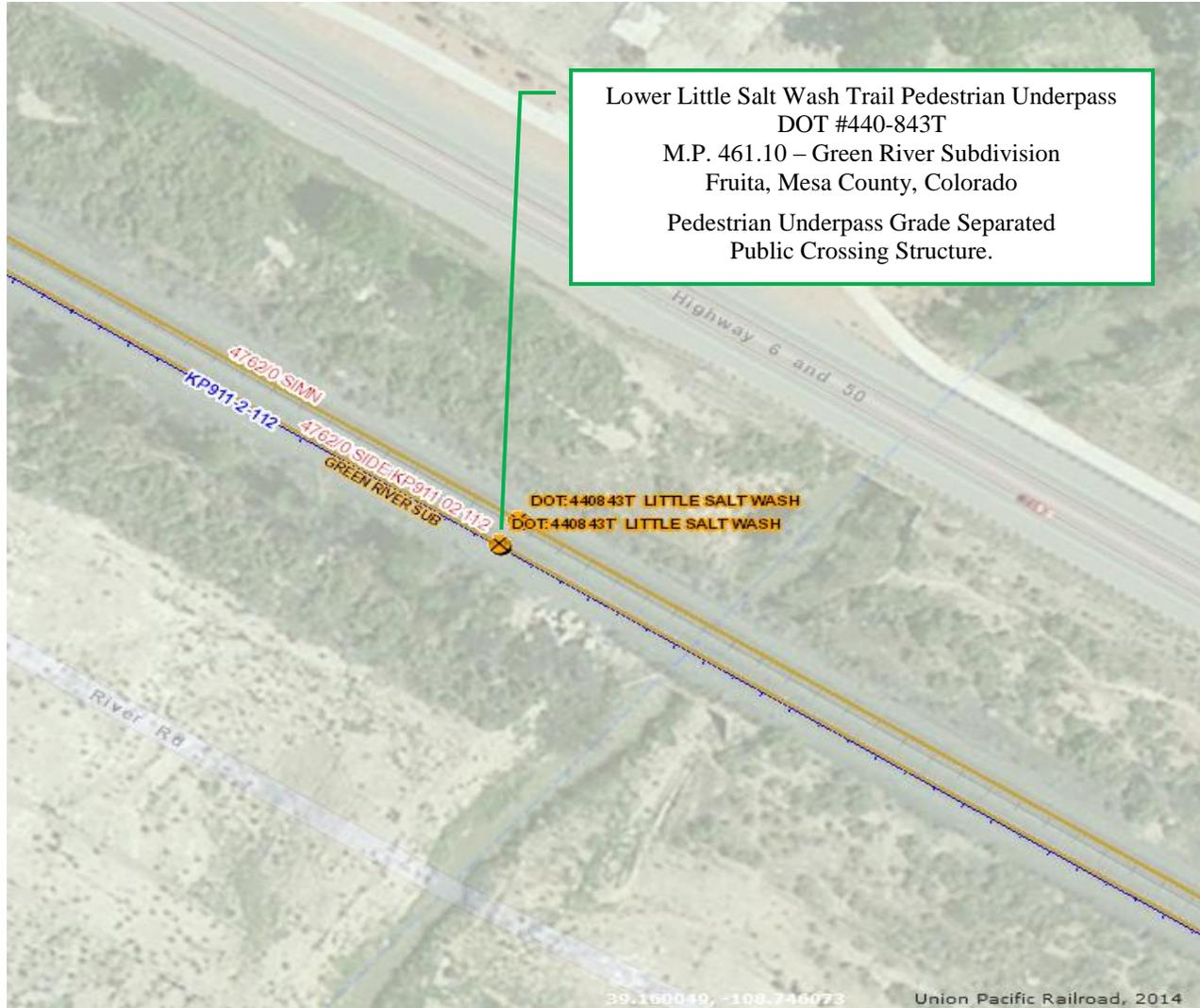


EXHIBIT "A"

RAILROAD LOCATION PRINT ACCOMPANYING A CONTRACTOR'S RIGHT OF ENTRY AGREEMENT



UNION PACIFIC RAILROAD COMPANY

GREEN RIVER SUBDIVISION
RAILROAD MILE POST 461.10
FRUITA, MESA COUNTY, COLORADO

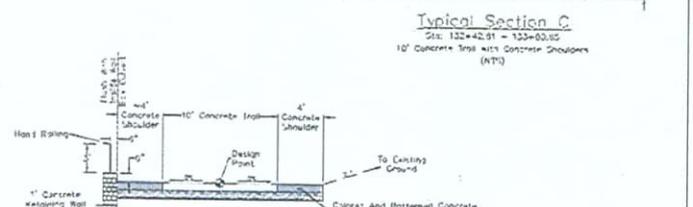
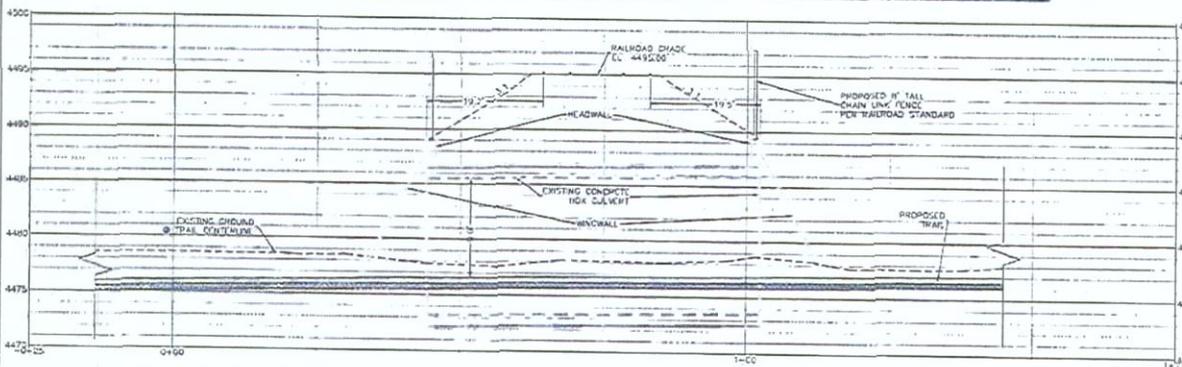
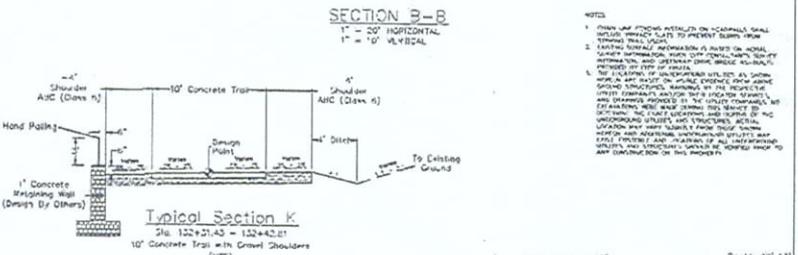
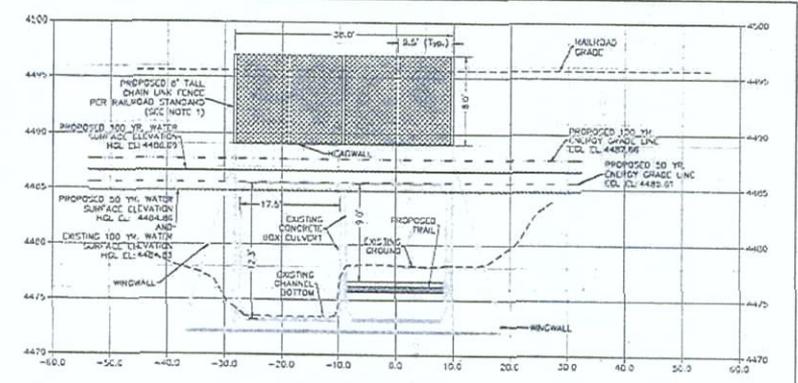
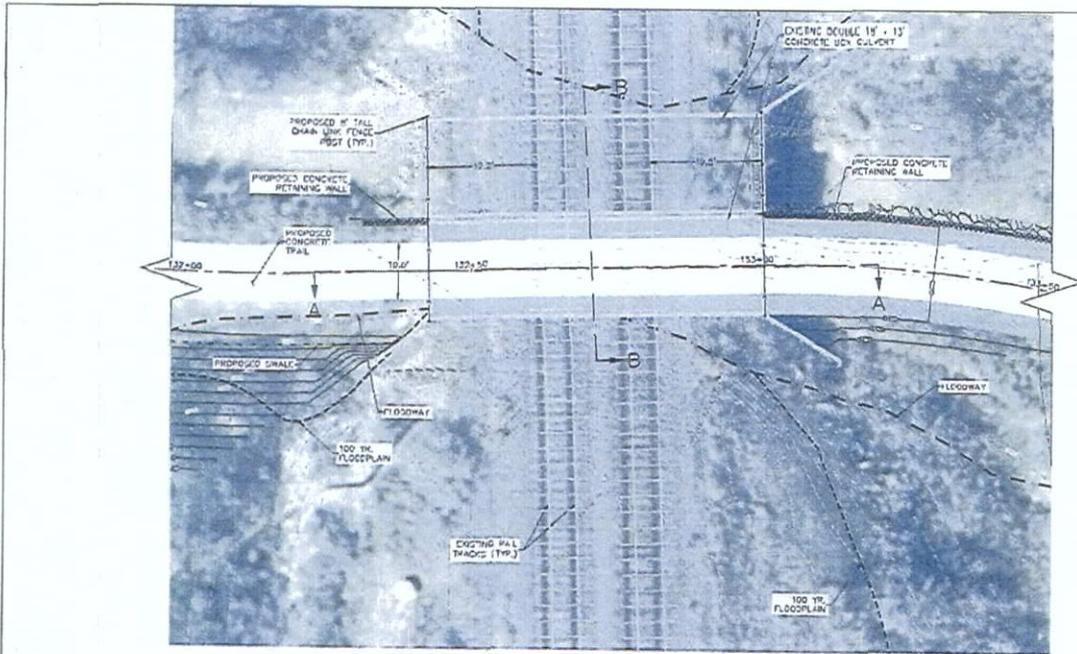
To accompany a Pedestrian Crossing Agreement with the
CITY OF FRUITA AND OR ITS CONTRACTORS

Folder No. 2891-74

Date: September 30, 2014

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN
ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193



 811 Call 24 hours a day to report missing or damaged utility markers.	 SCALE	REVISIONS		 GRAPHIC SCALE: 1" = 10' HORIZONTAL, 1" = 10' VERTICAL
		1. 10/1/2014 2. 10/1/2014	1. 10/1/2014 2. 10/1/2014	
 RIVER CITY CONSULTANTS		CITY OF FRUITA		Lower Little Salt Wash Riverfront Trail Connection Union Pacific Railroad E-Trail A
PROJECT NO. 133-00-00 DRAWING NO. 133-00-00-01		CITY OF FRUITA		

Exhibit A 1

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

GENERAL TERMS & CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

- A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

- A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.
- B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.
- B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

- A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in

Exhibit D, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.
- C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

- A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.
- B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.
- D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.
- E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. BUSINESS AUTOMOBILE COVERAGE INSURANCE.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided.

Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. RAILROAD PROTECTIVE LIABILITY INSURANCE.** Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

- E. UMBRELLA OR EXCESS INSURANCE.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

- F. POLLUTION LIABILITY INSURANCE.** Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least

\$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

OTHER REQUIREMENTS

- G.** All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. CLOTHING

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- i. Waist-length shirts with sleeves.
 - ii. Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
 - iii. Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- i. Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- ii. Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- iii. Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- iv. Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- i. Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.

- ii. Wear an orange, reflectorized workwear approved by the Railroad Representative.
- iii. Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. EQUIPMENT

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - i. Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - ii. Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - iii. Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. GENERAL SAFETY REQUIREMENTS

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - i. Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - ii. Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - iii. In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - iv. Avoid walking or standing on a track unless so authorized by the employee in charge.
 - v. Before stepping over or crossing tracks, look in both directions first.
 - vi. Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

EXHIBIT D

CDOT

INSURANCE REQUIREMENTS

PROJECT NO. STE M505-006 (18643)

EXHIBIT D CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

The following Standard Provisions are terms and conditions of this permit:

Effective January 1, 2008

Utility work authorized under this permit shall comply with the requirements of the State Highway Utility Accommodation Code, and applicable federal, state, local, and industry codes and regulations

Construction of any portion of the highway facility, including the pavement structure, subsurface support, drainage, landscaping elements and all appurtenant features, shall comply with the provisions of the CDOT Standard Specifications for Road and Bridge Construction, and with the Colorado Standard Plans (M & S Standards)

1. COMMENCEMENT AND COMPLETION

Work on highway Right of Way (ROW) shall not commence prior to issuance of a fully endorsed and validated permit.

Permittee shall notify the CDOT inspector

- a. At least 2 working days prior to commencing work, or resuming operations which have been suspended for five or more consecutive working days
- b. When suspending operations for 5 or more working days
- c. Upon completion of work.

Work shall not proceed beyond a completion date specified in the Special Provisions without written approval of the Department

2. PLANS, PLAN REVISIONS, ALTERED WORK

Plans or work sketch (EXHIBIT A) are subject to CDOT approval. A copy of the approved plans or sketch must be available on site during work. Plan revisions or altered work differing in scope or nature from that authorized under this permit, are subject to CDOT prior approval. Permittee shall promptly notify the CDOT inspector of changed or unforeseen conditions, which may occur on the job

3. INSURANCE

Insurance Requirements for Utility and Special-Use Permits (Revised 7-05 per State Requirements)

A. The Permittee shall obtain, and maintain at all times during the performance of work authorized by this Permit, insurance in the following kinds and amounts. The Permittee shall require any Contractor working for them within the State Highway Right of Way to obtain like coverage. The Permittee shall also require any Contractor or Consultant performing work described in subparagraph 4) below, to obtain Professional Liability Insurance.

- 1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all employees acting within the course and scope of their employment and work on the activities authorized by this Permit.
- 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Consultants, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$2,000,000 general aggregate;
 - c. \$2,000,000 products and completed operations aggregate, and
 - d. \$50,000 any one fire
 - e. For any permanent Permittee-owned installations located within the State Highway Right of Way, highway repairs, or

site restoration, Completed Operations coverage shall be provided for a minimum period of one year following final acceptance of work.

If any aggregate limit is reduced below 1,000,000 because of claims made or paid, the Permittee, or as applicable - their Contractor, shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CDOT a certificate or other document satisfactory to CDOT showing compliance with this provision.

- 3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows? \$1,000,000 each accident combined single limit.
 - 4) For any: a) engineering design; b) construction inspection; or, c) traffic control plans approved by a Traffic Control Supervisor done in association with the operations or installations authorized by this permit, Professional Liability Insurance with minimum limits of liability of not less than \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. If the policy is written on a Claims Made form, the Permittee, or, as applicable • • their Consultant or Contractor, shall renew and maintain Professional Liability Insurance for a minimum of two years following final acceptance of the work, or provide a project specific Policy with a two year extended reporting provision.
 - 5) Pollution Legal Liability Insurance with minimum limits of liability of \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. CDOT shall be named as an additional insured to the Pollution Legal Liability policy. If the Policy is a component of the Professional Liability Policy, the Additional Insured requirement is waived, and the Policy shall be written on a Claims Made form, with an extended reporting period of at least two year following final acceptance of the work
 - 6) Umbrella or Excess Liability Insurance with minimum limits of \$1,000,000. This policy shall become primary (drop down) in the event the primary Liability Policy limits are impaired or exhausted. The Policy shall be written on an Occurrence form and shall be following form of the primary. The following form Excess Liability shall include CDOT as an additional insured.
- B. CDOT shall be named as additional insured on the Commercial General Liability and Automobile Liability insurance policies. Completed operations additional insured coverage shall be on endorsements CG 2010 11/85, CG 2037, or equivalent. Coverage required by the Permit will be primary over any insurance or self-insurance program carried by the State of Colorado
- C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to CDOT by certified mail.
- D. The Permittee, or, as applicable — their Contractor or Consultant, will require all insurance policies in any way related to the Permit and secured and maintained by the Permittee, Contractor or Consultant, to include clauses stating that each earner will waive all rights of recovery, under subrogation or otherwise, against CDOT its agencies, institutions, organizations, officers, agents, employees and volunteers.
- E All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to CDOT
- F. The Permittee, or as applicable - their Contractor or Consultant, shall provide certificates showing insurance coverage required by this Permit to CDOT prior to commencing work. No later than 15 days prior to the expiration date of any such coverage, the Permittee, Contractor or Consultant, shall deliver COOT certificates of insurance evidencing renewals thereof. At any time during the term of this contract, CDOT may request in writing, and the

EXHIBIT E

CDOT

PROJECT SPECIAL PROVISIONS

COLORADO
DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
LOWER LITTLE SALT WASH RIVERFRONT TRAIL CONNECTION

The 2011 Standard Specifications for Road and Bridge Construction controls construction of this project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans.

PROJECT SPECIAL PROVISIONS

	<u>Date</u>	<u>Page</u>
Index Pages	November 15, 2015	1
Notice to Bidders	November 15, 2015	2
Disadvantaged Business Enterprise (DBE) Contract Goal	November 15, 2015	3
Commencement and Completion of Work (Working or Calendar Date)	November 15, 2015	3
On The Job Training Contract Goal	November 15, 2015	4
Revision of Section 102 - Project Plans and Other Data	November 15, 2015	4
Revision of Section 108 - Specialty Items	November 15, 2015	4
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Revision of Section 304 - Aggregate Base Course	November 15, 2015	5
Revision of Section 608 – Concrete Sidewalk (Colored)	November 15, 2015	5
Revision of Section 628 – Pre-Fabricated Structural Steel Bridge	November 15, 2015	6
Force Account Items	November 15, 2015	10
Traffic Control Plan – General	November 15, 2015	11
Utilities	November 15, 2015	12

NOTICE TO BIDDERS

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

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

Local Agency (City of Fruita) Project Representatives:

City Engineer	Sam Atkins	970-858-8377
Project Engineer/Manager	John Vasey	970-433-8523

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

A mandatory pre bid conference will be held on Tuesday December 1, 2015 beginning at 1:30 PM at the City of Fruita Council Chambers, 325 E Aspen Avenue Fruita, Colorado. Bids will be accepted only from CDOT pre-qualified bidders who attend the mandatory pre-bid conference.

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

<http://www.fruita.org/>

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

The City Engineer will determine whether questions are innovative or proprietary in nature. If the City Engineer determines that a question does not warrant confidentiality, the bidder may withdraw the question. If the bidder

withdraws the question, the City Engineer will not answer the question and the question will not be documented on the Fruita web site. If the bidder does not withdraw the question, the question will be answered, and both the question and City answer will be posted on the web site. If the City Engineer agrees that a question warrants confidentiality, the City Engineer will answer the question, and keep both question and answer confidential. Fruita will keep a record of both question and answer in their confidential file.

All questions shall be directed to the City contacts listed above no later than 5:00 P.M. Thursday December 3, 2015. Final questions and answers will be posted no later than 5:00 P.M. Friday December 4, 2015.

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

Disadvantaged Business Enterprise (DBE) Contract Goal

This is a federally-assisted construction project. As described in the CDOT DBE Standard Special Provision, the Bidder shall make good faith efforts to meet the following contract goal:

5 Percent DBE participation.

COMMENCEMENT AND COMPLETION OF WORK (Working Days)

The Contractor shall commence work under the Contract on or before the 15th day following Contract execution or the 30th day following the date of award, which ever comes later, unless such time for beginning the work is changed by the Chief Engineer in the "Notice to Proceed." The Contractor shall complete all work within 75 Working Days in accordance with the "Notice to Proceed."

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

Subsection 108.03 shall include the following:

Salient features for this project are:

- (1) 69' 4" Pedestrian Bridge
- (2) 20' Cast in Place Concrete Box Culvert
- (3) 10' Concrete Trail Construction
- (4) 16" Riprap Placement at Bridge Underpasses

ON THE JOB TRAINING CONTRACT GOAL

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

Minimum number of total On the Job Training required **200** hours

REVISION OF SECTION 102 PROJECT PLANS AND OTHER DATA

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

Subsection 102.05 shall include the following:

After the proposals have been opened, the low responsible bidder may obtain from CDOT's Printing and Visual Communications Center, 4201 East Arkansas Avenue, Denver, Colorado 80222, at no cost: 10 sets of plans and special provisions; and if available for the project, one set of full-size cross sections, one set of full-size major structure plan sheets, and one set of computer output data. If the low bidder has not picked up the plans and other available data by 4:00 p.m. on the second Friday after bid opening, they will be sent to the Project Engineer in charge of the project. Additional sets of plans and other available data may be purchased on a cash sale basis from CDOT's Visual Communication Center at current reproduction prices. Subcontractors and suppliers may obtain plans and other data from the successful bidder or they may purchase copies on a cash sale basis from the Visual Communication Center at current reproduction prices.

REVISION OF SECTION 108 SPECIALTY ITEMS

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

Subsection 108.01 shall include the following:

The following items are designated as "Specialty Items" for this project:

Specialty Items

- (1) 69' 4" Prefabricated Steel Truss Pedestrian Bridge
- (2) 20' Concrete Box Culvert

(3) Design and Construct Concrete Retaining Walls at Railroad Crossing

**REVISION OF SECTION 203
EMBANKMENT MATERIAL**

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

In subsection 203.03(a), first paragraph, after the second sentence add the following:

Embankment material shall have a resilient modulus value of at least 35 when tested by the Hveem Stabilometer.

**REVISION OF SECTION 304
AGGREGATE BASE COURSE**

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

Subsection 304.02 shall include the following:

Materials for the subbase shall be Aggregate Base Course (Class 3) as shown in subsection 703.03.

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

The aggregate base course (Class 3) and (Class 6) must meet the gradation requirements and have a resistance value of at least 38 and 70 respectively when tested by the Hveem Stabilometer method.

**REVISION OF SECTION 608
CONCRETE SIDEWALK (COLORED)**

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

Subsection 608.02 shall include the following:

Concrete for colored sidewalk shall meet the requirements of Class B Concrete.

Colored wax-curing compound and the hardener-enhancing compound shall be as approved by the Engineer and shall meet the requirements of ASTM C 309. Color shall be Davis Colors Omaha Tan 5084. Integral color admixture shall be Federal Color number 5084. The finish pattern shall be Lithotex Pavecrafters 401 – Canyon Stone.

Subsection 608.03 shall include the following:

The Contractor shall place colored concrete, color hardener, and colored wax-curing compound on a 4 foot by 4 foot test panel for approval by the Engineer prior to commencing the work. If the test panel is unacceptable to the Engineer, the Contractor shall construct additional test panels until the correct color and finish are approved by the Engineer. Workmen and equipment used on the test panel shall be the same as that used in the final construction of the colored concrete.

Colored hardener, if desired by the Engineer, shall be applied evenly to the concrete surface while it is in the "plastic" stage by the "dry-shake" method. Each application rate shall be a minimum of 60 pounds of hardener per 100 square feet of surface. Color hardener shall have two applications and be wood floated after each application, using a trowel on the final float.

The colored wax-curing compound, thinned in the proportion of 4 parts wax to 3 parts mineral spirits (paint thinner) shall be applied uniformly with a roller or motor-driven power sprayer. The coverage shall be 600 to 650 square feet per gallon of unthinned curing compound. The surface shall be broom finished prior to the application of the colored wax compound.

REVISION OF SECTION 628 PRE-FABRICATED STRUCTURAL STEEL BRIDGE

Section 628 is hereby added to the Standard Specifications for this project as follows:

PART 1 – GENERAL

- 1.1** The following requirements are for a fully engineered clear span bridge of steel construction and shall be regarded as minimum standards for design and construction.
- 1.2** Bridge(s) shall be designed and manufactured by one of the following approved pre-fabricated bridge manufacturers:

Big R Manufacturing & Distributing, Inc.	1-800-234-0734
Continental Bridge Company	1-800-328-2047
Excel Bridge Manufacturing Company	1-800-548-0054
Steadfast Bridges	1-866-746-0207

Pioneer Bridges

1-866-708-5778

- 1.3 The bridge manufacturer shall have been in the business of design and fabrication of bridges for a minimum of five years.
- 1.4 The bridge shall be of the dimensions and type shown in the construction plans.
- 1.5 The bridge manufacturer shall fabricate the approach railings as shown on the plans.
- 1.6 The bridge shall be designed to prevent an accumulation of moisture at any point on the structure, enhancing the longevity and reducing maintenance requirements.
- 1.7 The bridge shall have a loading sign attached to each end of the bridge. The sign shall specify the maximum bridge loading information and be secured to the bridge by the manufacturer. The sign shall be bronze plate or approved equal.

PART 2 – SUBMITTALS

2.1 SHOP DRAWINGS

The Manufacturer shall be responsible for providing detailed shop drawings for review by the Owner's Engineer. A minimum of four (4) sets of full size (22"x34" minimum size) drawings shall be submitted. The shop drawings shall be sealed and signed by a Professional Engineer registered in the State in which the bridge is to be placed.

2.2 DESIGN CALCULATIONS

The manufacturer shall submit two sets of design calculations (one set for the Owner, one set for the Engineer) for project records.

2.3 REVIEW OF SHOP DRAWINGS AND DESIGN CALCULATIONS

The shop drawings will be reviewed for general conformance with the plans and this specification. No review of design calculations will be performed.

PART 3 – DESIGN

- 3.1 The manufacturer shall provide and be responsible for the design of the pre-fabricated bridge including the bridge deck. The design shall be under the direct control of a licensed Professional Engineer registered in the State in which the bridge is to be placed.

3.2 UNIFORM LIVE LOAD

Pedestrian bridges shall be designed for an evenly distributed live load of 90 pounds per square foot.

3.3 VEHICLE LOAD SELECTION

The bridge shall be designed for a 10,000 pound vehicle. The load shall be distributed as a four-wheel vehicle with 80% of the load on the rear wheels. The wheels shall be spaced for a pickup truck.

3.4.1 WIND LOAD

Bridge shall be designed for a minimum wind load of 50 pounds per square foot (approximately 90 mph).

3.4.2 SEISMIC

Seismic loads shall be applied in accordance with codes and practices of the local jurisdiction in which the bridge is to be placed.

3.6 SNOW LOAD

Snow load shall be applied in accordance with the codes and practices of the local jurisdiction in which the bridge is to be placed.

3.7.1 TEMPERATURE

Bridge shall be designed to accommodate a temperature differential of 120 degrees Fahrenheit. 2" horizontal clearance shall be provided between the bridge and concrete abutments. Bearing devices shall be designed to transmit no more than 10 kips of horizontal longitudinal force (unfactored) to each abutment and shall restrain the bridge in the transverse direction.

3.7.2 DEFLECTION

The vertical deflection of the bridge due to pedestrian live load shall not exceed 1/400 of the span length. The maximum deflection due to vehicular loads shall not exceed 1/800 of the span length.

For pedestrian comfort, the minimum load used for the deflection check shall be a minimum of 500 pounds per lineal foot of bridge.

The horizontal deflection due to lateral wind load shall not exceed 1/500 of the span length.

The bridge shall have a vertical camber dimension at midspan equal to 100% of the full dead load deflection plus 0.5% of the full length of the bridge.

3.9 RAILING

The minimum height of the approach railing shall be 54-inches.

3.10 SAFETY RAILING

Horizontal safety rails shall be spaced so as to prevent a 4-inch sphere from passing through the truss. The safety rail system shall be designed for an infill loading of 200 pounds, applied horizontally at right angles, to a one square foot area at any point in the system.

PART 4 – MATERIALS

4.1 All structural members shall have a minimum thickness of material of at least 3/16”.

4.2 UNPAINTED WEATHERING STEEL

Bridge and approach railing shall be fabricated from ASTM A242 or ASTM A588 steel for plates and structural shapes and ASTM A606 or ASTM A847 for tubular sections. Minimum yield (Fy) shall be greater than 50,000 psi.

4.3 CONCRETE BRIDGE DECK

The concrete bridge deck shall be completely formed by the bridge manufacturer with a minimum of 22 gauge galvanized composite floor deck. The floor deck shall be manufactured by a member of the Steel Deck Institute or have their deck properties certified by the Steel Deck Institute. The composite slab shall carry a superimposed live load of 200 pounds per square foot.

The furnishing and placement of the deck reinforcement as well as the pouring and finishing of 4500 psi concrete shall be the responsibility of the Contractor. After the concrete has cured, an appropriate sealer should be applied by the Contractor.

4.4 Field splices shall be bolted with High Strength ASTM A325 bolts; type 3 bolts are required for weathering steel bridges.

4.5 Welding materials shall be in strict accordance with the American Welding Society (AWS). Structural welding code, D1.1. Filler metal as specified in 4.1 shall be used for the particular welding process required. Welders will be certified in accordance with AWS D1.1.

PART 5 – FABRICATION AND QUALITY CONTROL

5.1 Bridge fabricator shall be certified by the American Institute of Steel Construction to have the personnel, organization, experience, capability and commitment to produce fabricated structural steel for Conventional Steel Structures and Simple Steel Bridge Structures and Sophisticated Paint Endorsement as set forth in the AISC Certification Program.

5.2 Workmanship, fabrication, and shop connections shall be in accordance with American Association of State Highway and Transportation Officials Specifications (AASHTO).

5.3 Welding operators shall be properly accredited experienced operators, each of whom shall submit satisfactory evidence of experience and skill in welding structural steel with the kind of welding to be used in the work, and who have demonstrated the ability to make uniform good welds meeting the size and type of weld required.

5.4 All welding shall utilize E70 or E80 series electrodes. The weld process used shall be Flux Core Arc Welding (FCAW) or Shielded Manual Arc Welding (SMAW). The Gas Metal Arc Welding (GMAW-S) short circuit welding process should not be used for bridges as per ANSI/AASHTO/AWS D1.5 “Bridge Welding Code.”

5.5 The connection of bridge end post to top chord should be a mitered joint with the exposed welds ground smooth.

PART 6 – RAILINGS AND ACCESSORIES

- 6.1 All railings shall have a smooth inside surface with no protrusions or depressions. All ends of angles and tubes shall be closed and ground smooth.
- 6.2 All safety railing edges facing towards the inside of the truss shall be ground smooth leaving no sharp edges.

PART 7 – FINISHES

7.1 UNPAINTED WEATHERING STEEL

All boldly exposed surfaces of weathering steel shall be sand blasted in accordance with the Steel Structures Painting Council (SSPC) Surface Preparation Specification No. 6 “Commercial Blast Cleaning”.

PART 8 – DELIVERY AND ERECTION

- 8.1 The bridge will be delivered by truck to a location nearest to the site accessible by roads. Hauling permits and freight charges are the responsibility of the manufacturer.
- 8.2 The manufacturer will notify the Contractor in advance of the expected arrival time.
- 8.3 The manufacturer will advise the Contractor of the actual lifting weights, attachment points and all necessary information to install the bridge. The Contractor shall erect and place the bridge in accordance with the engineering drawings and the manufacturer’s instructions.
- 8.4 Approach railings to be installed per plans and to minimize gaps between bridge railing and approach railing in addition to accommodating thermal expansion of the bridge, (4 inch maximum gap).

PART 9 – WARRANTY

- 9.1 The manufacturer shall provide a warranty against defects in material and workmanship for a period of fifteen years.

Part 10 – METHOD OF MEASUREMENT

- 10.1 Pedestrian bridge will be measured by the complete prefabricated bridge installed and accepted.

Part 11 – BASIS OF PAYMENT

- 11.1 The accepted quantity shall be paid for at the contract unit price for the pay unit listed below. Payment will be made under:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
PRE-FABRICATED STRUCTURAL STEEL BRIDGE	EACH

Payment shall be full compensation for all work necessary to complete the item, which shall include design, fabrication, transportation to the bridge site, and erection. The substructure shall be measured and paid for separately, reinforced concrete deck, anchor bolts, tread plates and approach railing shall be included in Item 628. Payment will not be made for this item until all required reports, certifications, and forms have been submitted to the Engineer.

END OF SECTION REVISION

FORCE ACCOUNT ITEMS

DESCRIPTION

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

BASIS OF PAYMENT

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

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

<u>Force Account Item</u>	<u>Quantity</u>	Estimated	<u>Amount</u>
F/A Minor Contract Revisions	F.A.		\$ 75,000.00*
F/A Fuel Cost Adjustment	F.A.		\$ 1,000.00
F/A OJT Colorado Training Program	F.A.		\$ 1,000.00
F/A On the Job Trainee	Hour		\$ 400.00

TRAFFIC CONTROL PLAN - GENERAL

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

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

- (1) Subsection 104.04 and Section 630 of the specifications.
- (2) Standard Plan S-630-1, Traffic Controls for Highway Construction, Case 26 and Standard Plan S-630-2.

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

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

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

During the construction of this project, traffic shall use the present traveled roadway unless identified on the plans or approved by the Engineer.

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

Traffic shall not be delayed for more than 10 minutes or as directed by the Engineer.

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

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

UTILITIES

Known utilities within the limits of this project are:
CDOT Project Special Provisions

Water:	Ute Water	Darrel Moore	970-242-7491
Sanitary Sewer:	City of Fruita	John McBride	970-216-8420
Irrigation:	City of Fruita	John McBride	970-216-8420
Drainage:	Grand Valley Drainage District	Tim Ryan	970-242-4343
High Pressure Natural Gas:			
	Xcel Energy	Ron Smith	970-244-2788
Natural Gas:	Xcel Energy	Scott Hendricks	970-244-2727
Electric:	Xcel Energy	Scott Hendricks	970-244-2727
Electric:	Grand Valley Power	Steve Don	970-242-0040
Phone / Fiber:	Century Link	Chris Johnson	970-244-4311
Cable TV / Fiber:	Charter (Optimum)	Arthur (Jeff) Valdez	970-263-2314

The work described in these plans and specifications requires coordination between the Contractor and the utility companies in accordance with subsection 105.11 in conducting their respective operations as necessary to complete the utility work with minimum delay to the project.

The work listed below shall be performed by the Contractor in accordance with the plans and specifications, and as directed by the Engineer. The Contractor shall keep each utility company advised of any work being done to its facility, so that the utility company can coordinate its inspections for final acceptance of the work with the Engineer.

FOR:

Century Link: fiber optic line at Station 133+70. Contractor is to coordinate with a Century Link representative who will be on site during work in the vicinity of the fiber optic line. Currently the location and depth are unknown, the Contractor is expected to work with Century Link to identify and, if necessary, lower this fiber optic line.

The work listed below will be performed by the utility owners or their agents:

Xcel Energy will lower an existing gas line at Station 121+40 if deemed necessary during construction. The Contractor is to coordinate with Xcel at the time of construction.

GENERAL:

The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavation or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at

November 15, 2015

least two (2) business days, not including the day of notification, prior to commencing such operations. The Contractor shall contact the Utility Notification Center of Colorado (UNCC) at (8-1-1) or 1-800-922-1987 to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavating or grading.

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

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

EXHIBIT F

CDOT

STANDARD SPECIAL PROVISIONS

COLORADO
 DEPARTMENT OF TRANSPORTATION
 SPECIAL PROVISIONS
 Lower Little Salt Wash Riverfront Trail Connection

The 2011 Standard Specifications for Road and Bridge Construction controls construction of this project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans.

STANDARD SPECIAL PROVISIONS

	<u>Date</u>	<u>#Pages</u>
Revision of Sections 101 and 630 - Construction Zone Traffic Control	(April 30, 2015)	2
Revision of Section 102 - Contents of Proposal Forms	(April 9, 2015)	1
Revision of Section 105 – Construction Surveying	(July 31, 2014)	1
Revision of Section 106 - Buy America Requirements	(November 6, 2014)	1
Revision of Section 106 – Certificates of Compliance and Certified Test Reports	(February 3, 2011)	1
Revision of Section 106 – Material Sources	(October 31, 2013)	1
Revision of Section 106 – Supplier List	(January 30, 2014)	1
Revision of Sections 106, 627 and 713 - Glass Beads for Pavement Marking	(February 8, 2013)	2
Revision of Section 107 – Contractor Obtained Stormwater Construction Permit	(July 31, 2014)	1
Revision of Section 107 – Project Payrolls	(May 2, 2013)	1
Revision of Section 107 - Responsibility for Damage Claims, Insurance Types, and Coverage Limits	(February 3, 2011)	1
Revision of Section 107 – Warning Lights for Work Vehicles and Equipment	(January 30, 2014)	1
Revision of Section 108 - Delay and Extension of Contract Time	(April 30, 2015)	2
Revision of Section 108 – Liquidated Damages	(October 29, 2015)	1
Revision of Section 108 – Notice to Proceed	(July 31, 2014)	1
Revision of Section 108 – Project Schedule	(July 31, 2014)	6
Revision of Section 108 – Subletting of Contract	(January 31, 2013)	1
Revision of Section 108 - Payment Schedule (Single Fiscal Year)	(April 30, 2015)	1
Revision of Section 109 - Compensation for Compensable Delays	(May 5, 2011)	1
Revision of Section 109 – Fuel Cost Adjustment	(February 3, 2011)	2
Revision of Section 109 – Measurement of Quantities	(February 3, 2011)	1
Revision of Section 109 – Measurement of Water	(January 06, 2012)	1
Revision of Section 109 – Prompt Payment	(January 31, 2013)	1
Revision of Section 203 – Imported Material for Embankment	(February 3, 2011)	2
Revision of Sections 203, 206, 304 and 613 - Compaction	(July 19, 2012)	2
Revision of Section 206 – Imported Material for Structure Backfill	(July 19, 2012)	2

Lower Little Salt Wash Riverfront Trail Connection
 Project Number: STE M505-006 (18643)

Revision of Section 206 – Structure Backfill (Flow-Fill)	(April 26, 2012)	2
Revision of Section 206 – Structure Backfill at Bridge Abutments	(January 30, 2014)	1
Revision of Sections 206 and 601 – Backfilling Structures that Support Lateral Earth Pressures	(July 29, 2011)	1
Revision of Section 208 – Aggregate Bag	(January 31, 2013)	1
Revision of Section 208 - Erosion Control Supervisor	(April 30, 2015)	1
Revision of Section 208 – Erosion Log	(January 31, 2013)	1
Revision of Section 212 – Seed	(April 26, 2012)	1
Revision of Section 213 – Mulching	(January 31, 2013)	4
Revision of Section 250 – Environmental, Health and Safety Management	(January 15, 2015)	14
Revision of Section 504 – Concrete Block Facing MSE Wall	(February 3, 2011)	13
Revision of Section 504 – Concrete Panel Facing MSE Wall	(February 3, 2011)	12
Revision of Section 601 – Concrete Batching	(February 3, 2011)	1
Revision of Section 601 – Concrete Finishing	(February 3, 2011)	1
Revision of Section 601 – Concrete Form and Falsework Removal	(July 28, 2011)	2
Revision of Section 601 – Concrete Slump Acceptance	(October 29, 2015)	1
Revision of Section 601 – Depositing Concrete Under Water	(May 2, 2013)	1
Revision of Section 601 – Fiber-Reinforced Concrete	(May 2, 2013)	1
Revision of Section 601 - QC Testing Requirements for Structural Concrete	(May 8, 2014)	1
Revision of Section 601 - Structural Concrete Strength Acceptance	(April 30, 2015)	1
Revision of Section 601 and 701 – Cements and Pozzolans	(November 6, 2014)	4
Revision of Section 603 - Culvert Pipe Inspection	(October 2, 2014)	1
Revision of Sections 603, 624, 705 and 712 - Drainage Pipe	(April 30, 2015)	3
Revision of Section 627 and 708 – Pavement Marking Paint	(January 31, 2013)	2
Revision of Section 630 – Retroreflective Sign Sheeting	(May 8, 2014)	1
Revision of Section 703 - Aggregate for Bases (Without RAP)	(October 31, 2013)	1
Revision of Section 703 – Concrete Aggregate	(July 28, 2011)	1
Revision of Section 712 – Geotextiles	(November 1, 2012)	2
Revision of Section 712 – Water for Mixing or Curing Concrete	(February 3, 2011)	1
Revision of Section 713 - Epoxy Pavement Marking	(January 15, 2015)	2
Revision of Section 713 – Sign Panel Backgrounds	(November 6, 2014)	1
Affirmative Action Requirements – Equal Employment Opportunity	(February 3, 2011)	10
Disadvantaged Business Enterprise (DBE) Requirements	(Dec. 26, 2013)	9
Minimum Wages, Colorado, U.S. Department of Labor General Decision Number CO150024, Highway Construction for Larimer, Mesa, and Weld counties.	(January 9, 2015)	7
On the Job Training	(July 29, 2011)	3
Partnering Program	(February 3, 2011)	1
Railroad Insurance	(February 3, 2011)	1
Required Contract Provisions – Federal-Aid Construction Contracts	(October 31, 2013)	14
Special Construction Requirements, Fire Protection Plan	(November 1, 2012)	2

REVISION OF SECTIONS 101 AND 630
CONSTRUCTION ZONE TRAFFIC CONTROL

Sections 101 and 630 of the Standard Specifications are hereby revised for this project as follows:

In subsection 101.01 add the following:

MASH Manual for Assessing Safety Hardware

In subsection 630.01, delete the first paragraph and replace with the following:

630.01 This work consists of furnishing, installing, moving, maintaining, and removing temporary traffic signs, advance warning arrow panels, flashing beacon (portable), barricades, channelizing devices, delineators, temporary traffic signals, mobile pavement marking zones, masking and unmasking existing signs in construction zones, and concrete barriers as required by the Manual on Uniform Traffic Control Devices for Streets and Highways and the Colorado Supplement thereto, in accordance with the Contract. Devices shall comply with the performance criteria contained in NCHRP Report 350 (only applicable for devices developed prior to 2011) or MASH (acceptable for all devices). Devices temporarily not in use shall, as a minimum, be removed from the shoulder area. Moving will include devices removed from the project and later returned to use.

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 (only applicable for sign support assemblies developed prior to 2011) or MASH (acceptable for all sign support assemblies), 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.

In subsection 630.07(a), delete the first paragraph and replace with the following:

(a) *Stackable Vertical Panels.* Stackable vertical panels shall comply with the crash test requirements contained in NCHRP Report 350 (only applicable for vertical panels developed prior to 2011) or MASH (acceptable for all vertical panels) and shall meet MUTCD requirements for vertical panels. Vertical panels shall be retroreflectorized with Type IV sheeting, in accordance with subsection 630.02. The stackable vertical panels shall have the following properties:

In subsection 630.07(b), delete the first paragraph and replace with the following:

(b) *Stackable Tubular Markers.* Stackable tubular markers shall comply with the crash test requirements contained in NCHRP Report 350 (only applicable for stackable tubular markers developed prior to 2011) or MASH (acceptable for all stackable tubular markers) and shall conform to MUTCD requirements for Tubular Markers. The stackable tubular markers shall have the following properties:

In subsection 630.09, delete the second and third paragraphs, and replace with the following:

Work zone devices designated by FHWA as Category I, II, or III, shall comply with the performance criteria contained in NCHRP Report 350 (only applicable for devices developed prior to 2011) or MASH (acceptable for all devices). Devices designated as Category IV, including but not limited to portable or trailer-mounted devices such as flashing arrow panels, temporary traffic signals, area lighting supports, and changeable message signs are not required to meet NCHRP 350 or MASH requirements.

Except for Category IV devices, the Contractor shall obtain and present to the Engineer the manufacturer's written NCHRP 350 (only applicable for devices developed prior to 2011) or MASH (acceptable for all devices) certification for each work zone device before it is first used on the project.

REVISION OF SECTIONS 101 AND 630
CONSTRUCTION ZONE TRAFFIC CONTROL

In subsection 630.10(a) (3) (iii), delete the third paragraph, and replace with the following:

Groups 1 and 2 shall each be equipped with a truck-mounted Advance Warning Flashing or Sequencing Arrow Panel (C Type), and a truck mounted impact attenuator. The impact attenuator shall be located on the rearmost vehicle of each group. A separate vehicle for this attenuator may be used. Each truck-mounted impact attenuator shall be certified by the manufacturer to be able to withstand a 62 MPH impact in accordance with NCHRP 350, Test Level 3 (only applicable for truck-mounted impact attenuators developed prior to 2011) or MASH, Test Level 3 (acceptable for all truck-mounted impact attenuators). The cone setting truck and the cone pickup truck shall not be the same vehicle.

In subsection 630.16, delete the 5th paragraph.

REVISION OF SECTION 102
CONTENTS OF PROPOSAL FORMS

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

Delete subsection 102.02 and replace with the following:

102.02 Contents of Proposal Forms. The Department will publish bidding opportunities to perspective bidders on the CDOT Business Center web site. The forms on this web site will state the location and description of the contemplated construction and will show the estimate of the various quantities and types of work to be performed or materials to be furnished, and will have a schedule of items for which unit bid prices are invited. The proposal form will state the time in which the project must be completed, the amount of the proposal guaranty, and the date, time and place of the opening of proposals.

All bidders on projects shall submit electronic bids only. Innovative delivery method projects such as Design-Build, CMGC and Best Value, are not subject to this electronic bidding requirement.

The plans, specifications, and other documents designated in the proposal form, will be considered a part of the proposal.

The prospective bidder shall pay the Department the sum stated in the Invitation for Bids for each set of plans.

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.

February 3, 2011

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.

January 30, 2014

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.

1
 REVISION OF SECTIONS 106, 627 AND 713
 GLASS BEADS FOR PAVEMENT MARKING

Sections 106, 627, and 713 are hereby revised for this project as follows:

Subsection 106.11 shall include the following:

All post consumer and industrial glass beads for pavement marking shall have been manufactured from North American glass waste streams in the United States of America. The bead manufacturer shall submit a COC in accordance with subsection 106.12 confirming that North American glass waste streams were used in the manufacture of the glass beads.

Subsection 627.04 shall include the following:

Glass beads shall be applied into the paint by means of a low pressure, gravity drop bead applicator.

In subsection 627.05, delete the seventh paragraph and replace with the following:

Epoxy pavement marking shall be applied to the road surface according to the epoxy manufacturer's recommended methods at the application rate or coverage shown below. Glass beads shall be applied into the epoxy pavement marking by means of a low pressure, gravity drop bead applicator.

In subsection 627.05, delete the last paragraph and replace with the following:

Epoxy pavement marking and beads shall be applied within the following limits:

	Application Rate or Coverage Per Gallon of Epoxy Pavement Marking	
	Minimum	Maximum
16 – 18 mil marking	90 sq. ft.	100 sq. ft.
Beads	20 lbs.	22 lbs.

Subsection 627.06 (c) shall include the following:

Glass beads shall be applied into the thermoplastic pavement marking by means of a low pressure, gravity drop bead applicator.

In subsection 713.08, delete the first and third paragraphs and replace with the following:

713.08 Glass Beads for Pavement Marking. Glass beads for pavement marking shall conform to AASHTO M 247, except for the following:

(1) Gradation:

U.S. Mesh	Microns	% Passing	
		Epoxy and MMA	Waterborne, Low VOC and High Build
16	1180	90-100	100
18	1000	65-80	97-100
20	850		85-100
30	600	30-50	50-70
40	425		10-35
50	300	0-5	0-10
80	180		0-5

REVISION OF SECTIONS 106, 627 AND 713
GLASS BEADS FOR PAVEMENT MARKING

- (2) Roundness: All beads shall meet a minimum of 80 percent true spheres in accordance with the Office of Federal Lands Highways FLH T520 or a computerized optical testing method.
- (3) Color / Clarity: Beads shall be colorless, clear, and free of carbon residues.
- (4) Refractive Index: Minimum 1.51 by oil immersion method.
- (5) Air Inclusions: Less than 5 percent by visual count.
- (6) Coatings: Per manufacturer's recommendation for optimum adhesion and embedment.
- (7) Chemical Resistance: Beads shall be resistant to hydrochloric acid, water, calcium chloride, and sodium sulfide as tested per methods outlined in sections 4.3.6 to 4.3.9 of the TT-B Federal Spec.1325D.
- (8) For Epoxy Pavement Marking, a minimum of 40 percent of the total weight shall be manufactured using a molten kiln direct melt method. For Waterborne and Low VOC Paint, a minimum of 15percent of the total weight shall be manufactured using a molten kiln direct melt method. All molten kiln direct melt glass beads shall be above the 600 μm (#30) sieve.
- (9) Glass beads used for any type of pavement marking shall not contain more than 75 parts per million (ppm) arsenic, 75 ppm antimony and 100 ppm lead, as tested in accordance with EPA methods 3052 and 6010C, or other approved testing method

REVISION OF SECTION 107
CONTRACTOR OBTAINED STORMWATER CONSTRUCTION PERMIT

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

Subsection 107.25 shall include the following:

- (d) *Contractor Obtained CDPS-SCP Stormwater Permit*. This project is covered by a Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP). The Contractor shall apply for and obtain the permit upon award of the Contract. The Contractor shall submit a copy of the CDPS-SCP to the Engineer prior to or at the project Pre-construction Conference. If a Utility Company has pulled a permit for the area prior to the Contractor being on site, then the Contractor shall coordinate with the Utility Company to transfer those areas over to the Contractor prior to work commencing. The Contractor shall not commence construction until the CDPS-SCP has been obtained from CDPHE and submitted to the Engineer. A copy of the Permit shall be placed in the project SWMP notebook.

Prior to final acceptance, a project walk through shall be conducted in accordance with subsection 208.10 (c). The walk through shall take place upon sufficient completion of the project, as determined by the Engineer.

Upon receipt of written final acceptance of the water quality work from the Engineer and written concurrence from the Maintenance Superintendent, the Contractor shall transfer the CDPS-SCP to the CDOT Maintenance Superintendent. The transfer forms will only be signed if the project is in an acceptable state as determined by the Maintenance Superintendent and the CDOT Region Water Pollution Control Manager (RWPCM). CDOT will submit the Application of Transfer of Ownership to the CDPHE. Under no circumstances shall the Contractor inactivate the permit.

Until the transfer has been completed, the Contractor shall continue to adhere to all permit requirements. Requirements shall include inspections, BMP installation, BMP maintenance and BMP repair, including seeded areas. All documentation shall be submitted to the Engineer and placed in the SWMP notebook.

All costs associated with the Contractor applying for, holding, and transferring the CDPS-SCP permit between parties will not be measured and paid for separately, but shall be included in the work in accordance with subsection 107.02.

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.

February 3, 2011

**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.

1
REVISION OF SECTION 108
DELAY AND EXTENSION OF CONTRACT TIME

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

In subsection 108.08, delete (c) and (d) and replace with the following:

(c) *Delay*. Any event, action or factor that extends the performance period of the Contract.

1. *Excusable Delay*: A delay that was beyond the Contractor's control and was not due to the Contractor's fault or negligence. The Department may grant a contract time extension for an excusable delay.
 - A. *Compensable Delay*: A delay that the Department, not the Contractor, is responsible for entitling the Contractor to a time extension and monetary compensation. Monetary compensation for compensable delays will be made in accordance with Subsection 109.10.
 - B. *Noncompensable Delay*: An excusable delay that neither the Contractor nor the Department is responsible for that may entitle the Contractor to a contract time extension but no additional monetary compensation. Contract time allowed for the performance of the work may be extended for delays due to force majeure (i.e. acts of God, acts of the public enemy, terrorist acts, fires, floods, area wide strikes, embargoes, or unusually severe weather).
2. *Nonexcusable Delay*: A delay that was reasonably foreseeable or within the control of the Contractor for which the Department will not grant monetary compensation or a contract time extension.
3. *Concurrent Delay*. Independent delays to critical activities occurring at the same time.
 - A. The Department will not grant a time extension or additional compensation for the period of time that a non-excusable delay is concurrent with an excusable delay.
 - B. The Department may grant time but no compensation for the period of time that a non-compensable delay is concurrent with a compensable delay.

Delays in delivery of materials or fabrication scheduling resulting from late ordering, financial considerations, or other causes that could have been foreseen or prevented will be considered nonexcusable delays. However, delays caused by fuel shortage or delay in delivery of materials to the Contractor due to some unusual market condition caused by industry-wide strike, national disaster, area-wide shortage, or other reasons beyond the control of the Contractor which prevent procurement of materials or fuel within the allowable contract time limits will be considered excusable delays.

(d) *Extension of Contract Time*. The Contractor's assertion that insufficient contract time was specified is not a valid reason for an extension of contract time. For time extension requests, the Contractor shall provide a two-part submittal: part one shall consist of a written notice of the delay and part two shall consist of the Contractor's delay documentation and supporting analysis.

Part 1: The Contractor shall provide the written notice of delay within seven days of the delay occurrence. The notice shall describe the delay and include documentation substantiating the nature and cause of the delay. Failure to submit the written notice constitutes a waiver of entitlement to additional time or compensation.

Part 2: This shall be submitted within 30 days of the written notice. The Contractor shall include all documentation needed to support the time extension request. In order to request additional contract time for an unexpected delay, the Contractor shall provide a contemporaneous schedule analysis in accordance with subsection 108.03. The schedule analysis shall show that the delayed activity or activities were on the critical path or became critical due to the delay.

2
REVISION OF SECTION 108
DELAY AND EXTENSION OF CONTRACT TIME

The Engineer will base a determination of an allowable contract time extension on:

- (1) The current Schedule in effect at the time of the alleged delay;
- (2) The supporting documentation submitted by the Contractor;
- (3) The contemporaneous schedule analysis; and
- (4) Any other relevant information available to the Engineer.

For a time extension request resulting from a change order, the Contractor shall demonstrate the delay to the project completion date by:

- (1) Inserting a fragnet containing the change order activities into an unprogressed copy of the schedule that is current at the time of the change order;
- (2) tying the fragnet into the schedule logic; and
- (3) Recalculating the schedule.

The Department will not consider delays to activities which do not affect the performance period of the Contract as a basis for a Contract time extension. If the Engineer grants a contract time extension, the revised Contract Completion date will be in effect as though it were the original contract date.

A Contractor's failure to have an approved, or approved with comments, current project schedule in place will preclude the Department from considering a Contractor's a time extension request.

October 29, 2015

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	150,000	500
150,000	500,000	1,000
500,000	1,000,000	1,600
1,000,000	2,000,000	2,300
2,000,000	4,000,000	4,100
4,000,000	10,000,000	5,800
10,000,000	----	7,000

July 31, 2014

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.

1
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.

2
REVISION OF SECTION 108
PROJECT SCHEDULE

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) *ProjectSchedule - 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.

3
 REVISION OF SECTION 108
 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.

REVISION OF SECTION 108
PROJECT SCHEDULE

- (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.

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REVISION OF SECTION 108
PROJECT 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.

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REVISION OF SECTION 108
PROJECT SCHEDULE

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.

January 31, 2013

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.

April 30, 2015

REVISION OF SECTION 108
PAYMENT SCHEDULE (SINGLE FISCAL 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 be complete within a single 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 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.

May 5, 2011

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.

1
 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.		

February 3, 2011

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REVISION OF SECTION 109
FUEL COST ADJUSTMENT

- 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.

February 3, 2011

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.

January 6, 2012

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 ± 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

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January 31, 2013

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.

1
REVISION OF SECTION 203
IMPORTED MATERIAL FOR EMBANKMENT

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

Subsection 203.03 (a) shall include the following:

Imported Material used for backfilling pipes (storm sewer, cross culverts, side drains, etc) shall be tested for compatibility with the selected pipe material.

When Nonreinforced Concrete Pipe or Reinforced Concrete Pipe is used, the imported material shall be tested for sulfate and pH

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

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

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

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

- (1) Water soluble sulfates using CP-L 2103 Method B.
- (2) Chlorides using CPL 2104
- (3) Resistivity using ASTM G57
- (4) pH using ASTM G51.

The average of three consecutive tests shall show the imported material's sulfate, chloride, pH and resistivity is not greater than the limits corresponding to the Pipe Class in Table 203-1 or 203-2 for the pipe class specified on the plans. No single test shall have a result more than 20 percent greater than that corresponding to the limit in Table 203-1 or Table 203-2 for sulfates, chlorides and resistivity. No single test shall have a result more than 5 percent outside the limit in Table 203-1 for pH. The remaining sample material from a single failing test shall be split into three equal portions. CDOT shall receive one portion, the Contractor shall receive one portion and the remaining portion shall be retained by the Project. CDOT and the Contractor's Lab shall retest the failed sample; if the results from those tests are within 10 percent of each other, the results will be averaged. The averaged result will be used for Contract compliance. If the results from the Labs are not within 10 percent of each other, the remaining sample portion will be sent to an independent laboratory for testing using the testing requirements specified above. The independent laboratory will be mutually agreed upon by the Department and the Contractor. The Independent Lab's test result will be used for Contract compliance.

If the imported material's sulfates, chlorides, and resistivity are less than the limits and the pH is within the limits in Table 203-1 or 203-2, CDOT will bear all costs associated with the independent lab test. If the imported material's sulfates, chlorides, and resistivity is greater than the limits and the pH is outside the limits in Table 203-1 or 203-2,, all costs associated with independent lab testing shall be at the Contractor's expense.

Embankment represented by failing tests shall be removed from the project and replaced at the Contractor's expense.

2
 REVISION OF SECTION 203
 IMPORTED MATERIAL FOR EMBANKMENT

**Table 203-1
 SULFATE, CHLORIDE AND PH OF IMPORTED MATERIAL**

Pipe Class	SOIL		
	Sulfate	Chloride	
	(SO ₄)	(Cl)	pH
	% max	% max	
0, 7	0.05	0.05	6.0-8.5
1, 7	0.10	0.10	6.0-8.5
2, 8	0.20	0.20	6.0-8.5
3, 9	0.50	0.50	6.0-8.5
4, 9	1.00	1.00	5.0-9.0
5, 10	2.00	2.00	5.0-9.0
6, 10	>2.00	>2.00	<5 or >9

**Table 203-2
 RESISTIVITY AND PH OF IMPORTED MATERIAL**

SOIL SIDE	
Resistivity, R (Ohm – cm)	pH
≥1,500	5.0-9.0
≥250	3.0-12.0

1
REVISION OF SECTIONS 203, 206, 304 AND 613
COMPACTION

Sections 203, 206, 304 and 613 of Standard Specifications are hereby revised for this project as follows:

In subsection 203.03 (a), delete the fifth paragraph and replace with the following:

1. *Soil Embankment.* Soil embankment consists of materials with 50 percent or more of the material passing the 4.75 mm (No. 4) sieve.

A soil embankment may also have more than 50 percent of the material retained on the 4.75 mm (No. 4) sieve, but no more than 30 percent of the material retained on the 19 mm (3/4 inch) sieve.

Soil embankment shall be constructed with moisture density control in accordance with the requirements of subsection 203.07.

2. *Rock Embankment.* Rock embankment consist of materials with 50 percent or more of the material retained on the 4.75 mm (No. 4) sieve and with more than 30 percent of the material retained on the 19 mm (3/4 inch) sieve. All material shall be smaller than 6 inches. Rock embankments shall be constructed without moisture density control in accordance with the requirements of subsection 203.08.

Delete Subsection 203.07 and replace with the following:

203.07 Construction of Embankment and Treatment of Cut Areas with Moisture and Density Control. Soil embankments shall be constructed with moisture and density control and the soil upon which the embankments are to be constructed shall be scarified to a depth of 6 inches and compacted with moisture and density control. The moisture content of the soil at the time of compaction shall be as specified or directed.

The material shall be removed from the full width of roadbed in all cut sections to the designated depth. The soil below the designated depth shall be thoroughly scarified to a depth of 6 inches and the moisture content increased or reduced, as necessary, to obtain the moisture content specified. This scarified layer shall then be compacted to the relative compaction specified.

All embankment material shall be compacted to not less than 95 percent relative compaction. Maximum dry density of all soil types encountered or used will be determined in accordance with AASHTO T 99 as modified by CP 23.

Soils shall be compacted at ± 2 percent of Optimum Moisture Content (OMC) as determined by AASTHO T 99. Soils having greater than 35 percent passing the 75 μm (No. 200) sieve shall be compacted to 0 to 3 percent above OMC. Soils which are unstable at the above moisture content shall be compacted at lower moisture content to the specified density.

Additional work involved in drying embankment material to the required moisture content shall be included in the contract price paid for excavating or furnishing the material with no additional compensation.

Density requirements will not apply to materials which cannot be tested in accordance with the above procedures for determining maximum dry density. Compaction for materials which cannot be tested shall be in accordance with subsection 203.08.

Claystone or soil-like non-durable shale shall be pulverized and compacted to the specified moisture and percent of relative compaction and shall be compacted with a heavy tamping foot roller, weighing at least 30 tons. Each tamping foot roller shall protrude from the drum a minimum of 4 inches. Each embankment layer shall receive a minimum of three or more coverages with the tamping foot roller to obtain density. One coverage consists of one pass over the entire surface designated. One pass consists of the passing of an acceptable tamping foot roller over a given spot. The roller shall be operated at a uniform speed not exceeding 3 miles per hour. No additional compensation will be made for additional roller coverages to achieve specified density requirements.

2
REVISION OF SECTIONS 203, 206, 304 AND 613
COMPACTION

In subsection 206.03, delete the fourth and fifth paragraphs and replace with the following:

Backfill shall consist of approved materials uniformly distributed in layers brought up equally on all sides of the structure. Each layer of backfill shall not exceed 6 inches before compacting to the required density and before successive layers are placed. Structure backfill (Class 1) shall be compacted to a density of not less than 95 percent of maximum dry density determined in accordance with AASHTO T 180 as modified by CP 23. Backfill shall be compacted at ± 2 percent of Optimum Moisture Content (OMC).

Structure backfill (Class 2) shall be compacted to a density of not less than 95 percent of maximum dry density. The maximum dry density and OMC for A-1, A-2-4, A-2-5 and A-3 materials will be determined in accordance with AASHTO T 180 as modified by CP 23. The maximum dry density and OMC for all other materials will be determined in accordance with AASHTO T 99 as modified by CP 23. Materials shall be compacted at ± 2 percent of Optimum Moisture Content (OMC). Materials having greater than 35 percent passing the 75 μm (No. 200) sieve shall be compacted at 0 to 3 percent above OMC.

In subsection 304.06, delete the first paragraph and replace with the following:

304.06 Shaping and Compaction. Compaction of each layer shall continue until a density of not less than 95 percent of the maximum density determined in accordance with AASHTO T 180 as modified by CP 23 has been achieved. The moisture content shall be at ± 2 percent of optimum moisture content. The surface of each layer shall be maintained during the compaction operations so that a uniform texture is produced and the aggregates are firmly keyed. Moisture conditioning shall be performed uniformly during compaction.

In subsection 613.07, delete the 15th paragraph and replace with the following:

Trenching shall be backfilled and compacted as follows: Backfill shall be deposited in uniform layers. The thickness of each layer shall be 6 inches or less thick prior to compaction. The space under the conduit shall be completely filled. The remainder of the trench and excavation shall be backfilled to the finished grade. The backfill material shall be compacted to the density of not less than 95 percent of maximum dry density. The maximum dry density and optimum moisture content (OMC) for A-1, A-2-4, A-2-5 and A-3 materials will be determined in accordance with AASHTO T 180 as modified by CP 23. The maximum dry density and OMC for all other materials will be determined in accordance with AASHTO T 99 as modified by CP 23. Materials shall be compacted at ± 2 percent of Optimum Moisture Content (OMC). Materials having greater than 35 percent passing the 75 μm (No. 200) sieve shall be compacted at 0 to 3 percent above OMC. Each layer shall be mechanically compacted by tamping with power tools approved by the Engineer. Compaction methods or equipment that damage the conduit shall not be used.

1
REVISION OF SECTION 206
IMPORTED MATERIAL FOR STRUCTURE BACKFILL

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

Subsection 206.02 (a) shall include the following:

Imported Material used as structure backfill for pipes (storm sewer, cross culverts, side drains, etc) shall be tested for compatibility with the selected pipe material.

When Nonreinforced Concrete Pipe or Reinforced Concrete Pipe is used, the imported material shall be tested for sulfate and pH.

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

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

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

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

- (1) Water soluble sulfates using CP-L 2103 Method B.
- (2) Chlorides using CPL 2104
- (3) Resistivity using ASTM G57
- (4) pH using ASTM G51.

The average of three consecutive tests shall show the imported material's sulfate, chloride, pH and resistivity is not greater than the limits corresponding to the Pipe Class in Table 206-1 or 206-2 for the pipe class specified on the plans. No single test shall have a result more than 20 percent greater than that corresponding to the limit in Table 206-1 or Table 206-2 for sulfates, chlorides and resistivity. No single test shall have a result more than 5 percent outside the limit in Table 206-1 for pH. The remaining sample material from a single failing test shall be split into three equal portions. CDOT shall receive one portion, the Contractor shall receive one portion and the remaining portion shall be retained by the Project. CDOT and the Contractor's Lab shall retest the failed sample; if the results from those tests are within 10 percent of each other, the results will be averaged. The averaged result will be used for Contract compliance. If the results from the Labs are not within 10 percent of each other, the remaining sample portion will be sent to an independent laboratory for testing using the testing requirements specified above. The independent laboratory will be mutually agreed upon by the Department and the Contractor. The Independent Lab's test result will be used for Contract compliance.

If the imported material's sulfates, chlorides, and resistivity are less than the limits and the pH is within the limits in Table 203-1 or 203-2, CDOT will bear all costs associated with the independent lab test. If the imported material's sulfates, chlorides, and resistivity is greater than the limits and the pH is outside the limits in Table 206-1 or 206-2, all costs associated with independent lab testing shall be at the Contractor's expense.

Embankment represented by failing tests shall be removed from the project and replaced at the Contractor's expense.

2
 REVISION OF SECTION 206
 IMPORTED MATERIAL FOR STRUCTURE BACKFILL

**Table 206-1
 SULFATE, CHLORIDE AND PH OF IMPORTED MATERIAL**

Pipe Class	SOIL		
	Sulfate (SO ₄)	Chloride (Cl)	pH
	% max	% max	
0, 7	0.05	0.05	6.0-8.5
1, 7	0.10	0.10	6.0-8.5
2, 8	0.20	0.20	6.0-8.5
3, 9	0.50	0.50	6.0-8.5
4, 9	1.00	1.00	5.0-9.0
5, 10	2.00	2.00	5.0-9.0
6, 10	>2.00	>2.00	<5 or >9

**Table 206-2
 RESISTIVITY AND PH OF IMPORTED MATERIAL**

SOIL SIDE	
Resistivity, R (Ohm – cm)	pH
≥1,500	5.0-9.0
≥250	3.0-12.0

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 REVISION OF SECTION 206
 STRUCTURE BACKFILL (FLOW-FILL)

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

Delete subsection 206.02 (a) and replace with the following:

- (a) *Structure Backfill.* Class 1 and Class 2 structure backfill shall be composed of non-organic mineral aggregates and soil from excavations, borrow pits, or other sources. Material shall conform to the requirements of subsection 703.08. Class of material shall be as specified in the Contract or as designated.

Structure backfill (Flow-Fill) meeting the following requirements shall be used to backfill bridge abutments. The Contractor may substitute structure backfill (Flow-Fill) for structure backfill (Class 1) or structure backfill (Class 2) to backfill culverts and sewer pipes.

Flow-Fill is a self-leveling low strength concrete material composed of cement, fly ash, aggregates, water, chemical admixtures and/or cellular foam for air-entrainment. Flow-fill shall have a slump of 7 to 10 inches, when tested in accordance with ASTM C143 or a minimum flow consistency of 6 inches when tested in accordance with ASTM D6103. Flow-Fill shall have a minimum compressive strength of 50 psi at 28 days, when tested in accordance with ASTM D4832. Flash Fill shall not be used in lieu of Flow Fill.

Flow-Fill placed in areas that require future excavation, such as utility backfill shall have a Removability Modulus (RM) of 1.5 or less.

Removability Modulus, RM, is calculated as follows:

$$RM = \frac{W^{1.5} \times 104 \times C^{0.5}}{10^6}$$

where : W = unit weight (pcf)
 C = 28-day compressive strength (psi)

Materials for structure backfill (Flow-Fill) shall meet the requirements specified in the following subsections:

Fine Aggregate ^{1,4}	703.01
Coarse Aggregate ^{2,4}	703.02
Portland Cement	701.01
Fly Ash ^{3,4}	701.02
Water	712.01
Air Entraining Admixture	711.02
Chemical Admixtures	711.03

¹ Fine aggregate not meeting the requirements of subsection 703.01 may be used if testing indicates acceptable results for strength and air content.

² Coarse aggregate not meeting the requirements of subsection 703.02 may be used if testing indicates acceptable results for strength and air content.

³ Fly ash not meeting the requirements of subsection 701.02 may be used if testing indicates acceptable results for strength and air content.

⁴ Industrial by-product aggregates (foundry sand, bottom ash, etc..) and fly ash not meeting the requirements of subsection 701.02 shall submit a report from the supplier documenting the results of testing in accordance with the Toxicity Characteristic Leaching Procedure (TCLP) described in 40 CFR 261. The report shall include the results of TCLP testing for heavy metals and other contaminants. Materials shall not exceed the TCLP limits of 40 CFR 261.24 for heavy metals

Cellular foam shall conform to ASTM C869 and ASTM C796

Recycled broken glass (glass cullet) is acceptable as part or all of the aggregate. Aggregate including glass must conform to the required gradations. All containers used to produce the cullet shall be empty prior to processing. Chemical, pharmaceutical, insecticide, pesticide, or other glass containers containing or having contained toxic or hazardous substances shall not be allowed and shall be grounds for rejecting the

REVISION OF SECTION 206
STRUCTURE BACKFILL (FLOW-FILL)

glasscullet. The maximum debris level in the cullet shall be 10 percent. Debris is defined as any deleterious material which impacts the performance of the structure backfill (Flow-Fill) including all non-glass constituents.

The Contractor may use aggregate which does not meet the above specifications if the aggregate conforms to the following gradation:

Sieve Size	Percent Passing
25.0 mm (1 inch)	100
75 µm (No. 200)	0- 10 ¹

¹ The amount of material passing the 75 µm (No. 200) screen may exceed 10 percent if testing indicates acceptable results for strength and air content.

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

- (1) ASTM C231, Air content
- (2) ASTM D6023, Unit Weight
- (3) ASTM C143, Slump or ASTM D6103 flow consistency
- (4) ASTM D4832 28-day Compressive Strength
- (5) Removability Modulus (RM)

In subsection 206.03, delete the thirteenth through fifteenth paragraphs and replace with the following:

Compaction of structure backfill (Flow-Fill) shall not be performed.

The maximum layer thickness for structure backfill (Flow-Fill) shall be 3 feet unless otherwise approved by the Engineer. The Contractor shall not place structure backfill (Flow-Fill) in layers that are too thick to cause damage to culverts, pipes and other structures, or that will cause formwork or soil failures during placement. Structure backfill (Flow-Fill) shall have an indentation diameter less than 3 inches and the indentation shall be free of visible water when tested in accordance with ASTM D6024 by the Contractor prior to placing additional layers of structure backfill (Flow-Fill). Testing structure backfill (Flow-Fill) in accordance with ASTM D6024 will be witnessed by the Engineer. Damage resulting from placing structure backfill (Flow-Fill) in layers that are too thick or from not allowing sufficient time between placements of layers shall be repaired at the Contractor's expense.

The Contractor shall secure culverts, pipes and other structures to prevent floating and displacement of these items during the placement of the structure backfill (Flow-Fill).

Prior to the placement of structure backfill (Flow-Fill), the Contractor shall sample the structure backfill (Flow-Fill) in accordance with ASTM D5971. The Contractor shall test the structure backfill (Flow-Fill) unit weight in accordance with ASTM D6023. The Contractor shall test the structure backfill (Flow-Fill) for slump in accordance with ASTM C143 or flow consistency according to ASTM D6103.

The Contractor shall sample and test the first three loads of structure backfill (Flow-Fill) for each placement and then randomly once every 50 cubic yards. Sampling and testing will be witnessed by the Engineer

When structure backfill (Flow-Fill) is placed in areas that require future excavation, the unit weight of the placed structure backfill (Flow-Fill) shall not exceed the unit weight of the approved mix design by more than 2.0 pcf.

Structure backfill (Flow-Fill) shall not be allowed to freeze during placement and until it has set sufficiently according to ASTM D6024. Frozen structure backfill (Flow-Fill) shall be removed and replaced at the Contractor's expense.

When the Contractor substitutes Structure Backfill (Flow-Fill) for Structure Backfill (Class 1) or (Class 2), the trench width may be reduced to provide a minimum 6 inch clearance between the outside diameter of the culvert and the trench wall.

January 30, 2014

REVISION OF SECTION 206
STRUCTURE BACKFILL AT BRIDGE ABUTMENTS

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

In subsection 206.02 (a), delete the first sentence of the second paragraph and replace with the following:

Structure backfill (Class 1) with mechanical reinforcement shall be used to backfill bridge abutments, unless otherwise shown on the Plans. When structure backfill (flow-fill) is called for, it shall meet the following requirements.

REVISION OF SECTIONS 206 AND 601
BACKFILLING STRUCTURES THAT
SUPPORT LATERAL EARTH PRESSURES

Sections 206 and 601 of the Standard Specifications are hereby revised for this project as follows:

In subsection 206.03, delete the ninth paragraph and replace with the following:

Backfill material shall not be deposited against newly constructed masonry or concrete structures, until the concrete has developed a compressive strength of 0.8f 'c, except in cases where the structures support lateral earth pressure. Concrete compressive strength for structures supporting lateral earth pressure shall conform to subsection 601.12 (o).

Subsection 601.12 shall include the following:

- (o) *Backfilling Structures that Support Lateral Earth Pressure.* Concrete compressive strengths shall reach f'c before backfilling operations can begin with heavy equipment, such as skid-steers or self-powered riding compactors. Concrete compressive strengths shall reach 0.8f'c before backfilling operations can begin with hand operated equipment.

January 31, 2013

REVISION OF SECTION 208
AGGREGATE BAG

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

In subsection 208.02 delete (l) and replace with the following:

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

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

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

Crushed stone contained in the aggregate bags shall conform to subsection 703.09, Table 703-7 for Class C.

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

Property	Requirement	Test Method
Grab Tensile Strength	90 lbs. min.	ASTM D 4632
Trapezoid Tear Strength	25 lbs. min.	ASTM D 4533
Mullen Burst	300 psi	ASTM D 3786
Ultraviolet Resistance	70%	ASTM D 4355

Subsection 208.12 shall include the following:

Pay Item	Pay Unit
Aggregate Bag	Linear Foot

April 30, 2015

REVISION OF SECTION 208
EROSION CONTROL SUPERVISOR

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

In subsection 208.03(c), delete the first paragraph and replace with the following:

- (c) *Erosion Control Supervisor*. When included in the Contract, the Contractor shall assign to the project an individual to serve in the capacity of the Erosion Control Supervisor (ECS). The ECS shall be a person other than the Superintendent. The ECS shall be experienced in all aspects of construction and have satisfactorily completed the Transportation Erosion Control Supervisor (TECS) training program authorized by the Department. A copy of the TECS certificate shall be placed in the SWMP Notebook confirming certification number and that the qualification has not expired. Proof that this requirement has been met shall be submitted to the Engineer prior to or at the environmental preconstruction conference. The ECS shall act as the SWMP Administrator on the project. The SWMP Administrator shall be responsible for oversight of the implementation, maintenance, and revision of the SWMP for the duration of the project. The ECS shall use the information provided in CDOT's Erosion Control and Stormwater Quality Guide and the CDPS-SCP.

January 31, 2013

**REVISION OF SECTION 208
 EROSION LOG**

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

In subsection 208.02, delete (h) and replace with the following:

(h) *Erosion log.* Shall be one of the following types unless otherwise shown on the plans:

- (1) Erosion Log (Type 1) shall be curled aspen wood excelsior with a consistent width of fibers evenly distributed throughout the log. The casing shall be seamless, photo-degradable tube netting and shall have minimum dimensions as shown in Table 208-1, based on the diameter of the log called for on the plans. The curled aspen wood excelsior shall be fungus free, resin free, and free of growth or germination inhibiting substances.
- (2) Erosion Log (Type 2) shall consist of a blend of 30-40 percent weed free compost and 60-70 percent wood chips. The compost/wood blend material shall pass a 50 mm (2 inch) sieve with a minimum of 70 percent retained on the 9.5 mm (3/8 inch) sieve and comply to subsection 212.02 for the remaining compost physical properties. The compost/wood chip blend may be pneumatically shot into a geotextile cylindrical bag or be pre-manufactured. The geotextile bag shall consist of material with openings of 3/8 inches of HDPE mesh, and contain the compost/wood chip material while not limiting water infiltration.

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

**Table 208-1
 NOMINAL DIMENSIONS OF EROSION LOGS**

Diameter	Length (feet)		Weight (minimum) (pounds/foot)	Stake Dimensions (Inches)
	Min.	Max.		
9 inch	10	180	1.6	1.5 by 1.5 (nominal) by 18
12 inch	10	180	2.5	1.5 by 1.5(nominal) by 24
20 inch	10	100	4.0	2 by 2 (nominal) by 30

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

Subsection 208.11 shall include the following:

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

REVISION OF SECTION 212
SEED

Section 212 of the Standard Specifications is hereby revised for this project as follows:

In subsection 212.02 (a), delete the first paragraph and replace with the following:

- (a) *Seed.* All seed shall be furnished in bags or containers clearly labeled to show the name and address of the supplier, the seed name, the lot number, net weight, origin, the percent of weed seed content, the guaranteed percentage of purity and germination, pounds of pure live seed (PLS) of each seed species, and the total pounds of PLS in the container. All seeds shall be free from noxious weed seeds in accordance with current state and local lists and as indicated in Section 213. The Contractor shall furnish to the Engineer assigned statement certifying that the seed is from a lot that has been tested by a recognized laboratory for seed testing within thirteen months prior to the date of seeding. The Engineer may obtain seed samples from the seed equipment, furnished bags or containers to test seed for species identification, purity and germination. Seed tested and found to be less than 10 percent of the labeled certified PLS and different than the specified species will not be accepted. Seed which has become wet, moldy, or damaged in transit or in storage will not be accepted.

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REVISION OF SECTION 213
MULCHING

Section 213 of the Standard Specifications is hereby revised for this project as follows:

In subsection 213.01, delete the last paragraph and replace with the following:

This work includes furnishing and applying spray-on mulch blanket or bonded fiber matrix on top of rock cuts and slopes after seeding or as temporary stabilization as shown on the plans or as directed by the Engineer.

In subsection 213.02, delete the eighth paragraph and replace with the following:

The hydromulch material for hydraulic mulching shall consist of virgin wood fibers manufactured expressly from clean whole wood chips. The chips shall be processed in such a manner as to contain no growth or germination inhibiting factors. Fiber shall not be produced from recycled materials such as sawdust, paper, cardboard, or residue from pulp and paper plants. The wood cellulose fibers of the mulch must maintain uniform suspension in water under agitation. Upon application, the mulch material shall form a blotter like mat covering the ground. This mat shall have the characteristics of moisture absorption and percolation and shall cover and hold seed in contact with the soil. The Contractor shall obtain certifications from suppliers that laboratory and field testing of their product has been accomplished, and that it meets all of the foregoing requirements pertaining to wood cellulose fiber mulch.

In subsection 213.02, delete the eleventh paragraph and replace with the following:

Material for mulch tackifier shall consist of a free-flowing, noncorrosive powder produced either from the natural plant gum of *Plantago Insularis* (Desert Indianwheat) or pre-gelatinized 100 percent natural corn starch polymer. The powders shall possess the following properties:

Plantago Insularis (Desert Indianwheat):

Property	Requirement	Test Method
(1) pH 1% solution	6.5 - 8.0	
(2) Mucilage content	75% min.	ASTM D7047

Pre-gelatinized 100 percent natural corn starch polymer:

(1) Organic Nitrogen as protein	5.5-7%
(2) Ash content	0-2%
(3) Fiber	4-5%
(4) pH 1% solution	6.5 – 8.0
(5) Size	100% thru 850 microns (20 mesh)
(6) Settleable solids	<2%

All fibers shall be colored green or yellow with abiodegradable dye.

Delete the last paragraph in subsection 213.02 and replace with the following:

(a) *Spray-on Mulch Blanket.* Spray on mulch blanket shall be one of the following, unless otherwise shown on the plans:

- (1) Spray-on Mulch Blanket (Type 1) shall be a hydraulically applied matrix containing organic fibers, water soluble cross-linked tackifier, reinforcing natural and/or synthetic interlocking fibers. Mulch Blanket (Type 1) shall conform to the following:

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 REVISION OF SECTION 213
 MULCHING

Properties	Requirement	Test Method
Organic Fibers	71% Min.	ASTM D 2974
Cross linked Tackifiers	10% +/- 2% Min.	
Reinforcing Interlocking Fibers	10% +/- 1% Min.	
Biodegradability	100%	ASTM D 5338
Ground Cover @ Application Rate	90% Min.	ASTM D 6567
Functional Longevity	12 Months Min.	
Cure Time	< 8 hours	
Application		
Application Rate	3,000 lb./acre	

The organic fiber shall not contain lead paint, printing ink, varnish, petroleum products, seed germination inhibitors, or chlorine bleach. The organic fibers and reinforcing interlocking fibers cannot be produced from sawdust, cardboard, paper, or paper by-products.

- (2) Spray-on Mulch Blanket (Type 2) shall be a hydraulically applied matrix pre-packaged in 50 pound bags containing both a soil and fiber stabilizing compound and thermally processed wood fiber.

The sterilized weed-free wood fiber mulch shall be manufactured through a thermo-mechanical defibrating process containing a specific range of fiber lengths averaging 0.25 inches or longer.

Mulch Blanket (Type 2) shall meet the following requirements:

Property	Requirement	Test Method
Fiber Retention On 28-Mesh Screen	≥ 40%	Tyler Ro-Tap Method
Moisture Content	12% ± 2%	Total Air Dry Weight Basis
Organic Matter	99.2% ± 0.2%	Oven Dry Weight Basis
Ash Content	0.8% ± 0.2%	Oven Dry Weight Basis
pH At 3% Consistency In Water	4.5-7.0 ± 0.5%	
Sterilized Weed-Free	Yes	
Non-Toxic To Plant Or Animal Life	Yes	

The soil and fiber stabilizing compound shall be composed of linear anionic copolymers of acrylamide pre-packed within the bag having a minimum content of 1.0 percent. The compound shall conform to the following:

Property	Requirement
Molecular Weight	≥ 12x10 ⁶
Charge Density	> 25%
Non-Toxic To Plant Or Animal Life	Yes

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 REVISION OF SECTION 213
 MULCHING

(b) *Bonded Fiber Matrices (BFM)*. BFM shall consist of hydraulically-applied matrix with a minimum of 70 percent non-toxic thermally processed or refined long strand organic fibers and water soluble tackifier to provide erosion control and designed to be functional for a minimum of 9 months. BFMs form an erosion-resistant blanket that promotes vegetation and prevents soil erosion. The BFM shall be 100 percent biodegradable. The binder in the BFM should also be biodegradable. Biodegradable BFMs should not be applied immediately before, during, or immediately after rainfall if the soil is saturated. BFM shall conform to the following requirements:

Property	Requirement	Test Method
Ground Cover (%)	95	ASTM 6567
Bio-degradability (%)	100	ASTM 5338
Functional Longevity (months)	9 month minimum	
Cure Time (hours)	24-48	
Cross-linked tackifier	10% minimum	

Application	
Application Rate (lbs./Acre)	3000

The fibers shall not contain lead paint, printing ink, varnish, petroleum products, seed germination inhibitors, or chlorine bleach. Fiber shall not be produced from sawdust, cardboard, paper, or paper by-products.

In subsection 213.03 (b) 2, delete the second paragraph and replace with the following:

Application Rate: Apply this as an overspray at the following rate or as approved by the Engineer.

Powder	Fiber	Water
200 lbs./Acre	300 lbs./Acre	2000gal./Acre

In subsection 213.03, delete (f) and replace with the following:

(f) *Spray-on Mulch Blanket*. Spray-on Mulch Blanket shall strictly comply with the Manufacturer's mixing recommendations and installation instructions. No chemical additives with the exception of fertilizer, soil pH modifiers, extended-term dyes and bio nutrients will be permitted. Apply Spray-on mulch blanket in a uniform application using a minimum 22 degree arc type nozzle. Apply hydro slurry in two direction (from top of slope down and from toe of the slope up, as well as, be applied at a minimum of two layers).

Hydromulching vessel shall be filled with water to at least 1/3 capacity (high enough to cover agitators) prior to adding any material. Continue to fill vessel with water and slowly add the fibers while agitators are in motion. Run agitators at ¾ speed. Continue to mix tank a minimum of 10 minutes prior to application.

Co-polymer shall not be used use in channels, swales, or other areas where concentrated flows are anticipated and should not be used on saturated soils that have groundwater seeps.

Subsection 213.03 shall include the following:

(g) *Bonded Fiber Matrices (BFM)*. Bonded fiber matrices shall strictly comply with the Manufacturer's mixing recommendations and installation instructions. No chemical additives with the exception of fertilizer, soil pH modifiers, extended-term dyes and bio stimulant materials shall be permitted. BFM shall be applied in a uniform application using a minimum 22 degree arc type nozzle. Apply BFM in two direction (from top of slope down and from toe of the slope up, as well as, be applied at a minimum of two layers).

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REVISION OF SECTION 213
MULCHING

Biodegradable BFMs should not be applied immediately before, during, or immediately after rainfall if the soil is saturated.

Product shall not be used use in channels, swales, or other areas where concentrated flows are anticipated and should not be used on saturated soils that have groundwater seeps.

Foot traffic, mechanical traffic or grazing shall not be permitted on treated areas until vegetated. Treated areas damaged due to circumstances beyond Contractor's control shall be repaired or re-applied as ordered. Payment for corrective work, when ordered, shall be at contract rates.

In subsection 213.04, delete the first paragraph and replace with the following:

The quantity of hay and straw mulch, wood chip mulch, wood fiber and, spray-on mulch tackifier, bonded fiber matrix and tackifier will not be measured but shall be the quantity designated in the Contract, except that measurements will be made for revisions requested by the Engineer, or for discrepancies of plus or minus five percent of the total quantity designated in the Contract. Measurement for acres will be by slope distances.

In subsection 213.04, delete the fourth paragraph and replace with the following:

Spray-on Mulch Blanket and Bonded Fiber Matrix will be measured by the acre or by the actual pounds of product applied, as shown on the plans. The area will be calculated on the basis of actual or computed slope measurements. The Contractor shall verify prior to application, weight of spray on mulch blanket and bonded fiber matrix bags for certification of materials and application rate.

Subsection 213.05 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Bonded Fiber Matrix	Acre
Bonded Fiber Matrix	Pound
Spray on Mulch Blanket	Pound

Payment for spray-on mulch blanket and bonded fiber matrix will be full compensation for all work and materials necessary to complete this item.

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SECTION 250
ENVIRONMENTAL, HEALTH AND SAFETY MANAGEMENT

Section 250 of the Standard Specifications is hereby deleted for this project and replaced with the following:

DESCRIPTION

250.01 This work consists of protection of the environment, persons, and property from contaminants that may be encountered on the Project. This includes monitoring the work for encounters with contaminants or suspected soil and groundwater contaminants; the management of solid, special, and hazardous waste; and management of visual emissions associated with hazardous waste, when encountered on the project.

250.02 The Contractor shall furnish all personnel, materials, equipment, laboratory services and traffic control necessary to perform the contamination monitoring, testing, and site remediation when required. Traffic control shall be in accordance with the requirements of Section 630.

Instrument Detection		
Constituent	Threshold Limit	Increments
Flammable Gas	1% LEL	1%
Oxygen	19%	0.1%
Toxic Gas	1 PPM	1 PPM

LEL = lower explosive limit
PPM = parts per million

Monitoring equipment used to detect flammable gas, oxygen level, and toxic gas shall be capable of detection to meet the following standards:

CONSTRUCTION REQUIREMENTS

250.03 General. Prospective bidders, including subcontractors, are required to review the environmental documents available for this project. These documents are listed in subsection 102.05 as revised for this project.

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) and 250.05 shall be followed.

Transportation of waste materials on public highways, streets and roadways shall be done in accordance with Title 49, Code of Federal Regulations (CFR). All labeling, manifesting, transportation, etc. of waste materials generated on this project shall be coordinated with the Engineer. All hazardous waste manifests for waste materials generated on this project shall list the Colorado Department of Transportation as the generator of the waste materials except as otherwise noted. If the Contractor contaminates the site, the Contractor shall be listed as the generator on the hazardous waste manifests, permits, and other documents for such material. If the

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SECTION 250
ENVIRONMENTAL, HEALTH AND SAFETY MANAGEMENT

project is not on a State Highway or frontage road, then the appropriate local governmental entity having jurisdiction over the transportation system facility shall be listed as the hazardous waste generator.

If waste materials must be handled in a permitted treatment, storage and disposal (TSD) facility, the facility shall be designated in writing by the Engineer. If the waste materials are the result of the Contractor's actions, the Contractor shall designate the facility.

The hazardous waste transportation phase of the work involves insurance required by law and regulations. If the waste materials are determined to be hazardous, the Contractor must submit proof that the transportation company is covered by the appropriate type and amount of insurance required by laws and regulations governing the transportation of hazardous waste.

The Contractor alone bears the responsibility for determining that the work is accomplished in strict accordance with all applicable federal, state and local laws, regulations, standards, and codes governing special waste, petroleum and hazardous substance encounters and releases.

The Contract will list known or suspected areas of contamination. Health and Safety Officer, Monitoring Technician, and Health and Safety Plan shall be required when so stated in the Contract.

(a) *Health and Safety Officer (HSO)*. The Contractor shall designate a HSO, not the project superintendent, who shall have at least two years field experience in chemical related health and safety. The HSO shall be either a certified industrial hygienist (CIH), certified hazardous materials manager (CHMM), professional engineer (PE) licensed in the State of Colorado, certified safety professional (CSP), or registered environmental manager (REM) meeting the criteria set forth in 29 CFR 1926. When asbestos is present or is suspected to be present, the HSO shall have additional training and certification in accordance with the Air Quality Control Commission Regulation No. 8 Part B. The HSO shall meet the minimum training and medical surveillance requirements established by the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) for a supervisory Site Safety Official per 29 CFR 1962.65. The Contractor shall furnish documentation to the Engineer, at the preconstruction conference, that the above requirements have been met. 250.03.

The HSO shall *be* equipped with the following:

- (1) Communication equipment as required in subsection 250.03(d)2.A. and a vehicle.
- (2) Monitoring and detection equipment for flammable gas, oxygen sufficiency, toxic gas, radiological screening and other hazards. This includes, as required, a combustible gas indicator, flame ionization or photo ionization detector, oxygen meter, radiation monitor with Geiger Mueller detector and other foreseeable equipment.
- (3) Depth gauging equipment, sampling equipment and sampling containers.
- (4) Personal protective equipment (levels C and D) when required.

The HSO shall recommend and supervise those actions which will minimize the risk of hazardous substance related injury to the workers, Department personnel, the general public, property and the environment. Hazardous substance is defined in 29 CFR 1926.32. The HSO shall prepare written procedures for the monitoring of confined space entry and working in or near excavations, including but not limited to trenches and drill holes associated with this project. The HSO shall conduct or supervise all hazardous substance and solid waste related testing, sampling, monitoring and handling for this project to ensure compliance with applicable statutes and regulations, and other applicable environmental requirements under subsections 107.01 and 107.02.

The HSO shall be available for consultation and assistance with contaminated materials related testing, sampling, and field monitoring as required by the Engineer.

The HSO shall prepare and submit a bound and indexed final site report to the Engineer at the end of the

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ENVIRONMENTAL, HEALTH AND SAFETY MANAGEMENT

project. This site report shall include a detailed summary of all contaminated materials and contaminated water that were encountered and their final disposition.

During each week the HSO is utilized, the HSO shall prepare a daily diary which shall be submitted to the Contractor and the Engineer. This diary shall be submitted at the end of the week and shall become a part of the Department's records. The diary shall contain a chronological log of activities on the project including: dates and times on site, equipment used and calibrations, field monitoring results, visual observations, conversations, directives both given and received, and disposition of suspected hazardous substances. The Engineer will review this submittal and approve the actual number of hours to be paid.

- (b) *Monitoring Technician (MT)*. The Contractor shall designate a monitoring technician to be responsible for monitoring of hazardous substances during work on the project. The MT shall have a minimum of two years of actual field experience in assessment and remediation of hazardous substances that may be encountered during highway construction projects. The MT shall be experienced in the operation of monitoring devices, identifying substances based upon experience and observation, and field sampling (for testing) of all media that may be found on the site. Completion of the 40 hour hazardous waste and 8 hour supervisory training required by OSHA and U.S. EPA rules and regulations which complies with the accreditation criteria under the provisions of the proposed 29 CFR 1910.121 is required prior to beginning work. The Contractor shall furnish documentation at the Preconstruction Conference that demonstrates these requirements have been met.

The MT shall be equipped with the following:

- (1) Communication equipment as required in subsection 250.03(d)2.A. and a vehicle.
- (2) Monitoring and detection equipment for flammable gas, oxygen sufficiency, toxic gas, radiological screening and other hazards. This includes, as required, a combustible gas indicator, flame ionization or photo ionization detector, oxygen meter, radiation monitor with Geiger Mueller detector and other foreseeable equipment.
- (3) Personal protective equipment (levels C and D) when required.

The MT shall be present on site and perform monitoring as required by 250.03(d) when work is being performed in areas of suspected contamination and on a predetermined basis throughout other work on the project.

The MT shall monitor for compliance with regulations, the project Health and Safety Plan and the Materials Management Plan (if they exist for the project), the Contract, and the environmental documents for the project. The MT shall immediately notify the Contractor, the Engineer and the HSO of any hazardous condition.

During each week the MT is utilized, the MT shall prepare a daily monitoring diary which shall be submitted to the Contractor, HSO and the Engineer. This diary shall be submitted at the end of the week and shall become a part of the Department's records. The diary shall contain a chronological log of activities on the project including: dates and times on site, equipment used and calibrations, field monitoring results, visual observations, conversations, directives both given and received, and disposition of suspected hazardous substances. The Engineer will review this submittal and approve the actual number of hours to be paid.

- (c) *Health and Safety Plan (HASP)*. The HSO shall prepare a written HASP for the project, formatted as shown in Appendix B, *Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities*, DHHS (NIOSH) Publication Number 85-115, available from the Superintendent of Documents, U.S. Government Printing Office. The Contractor and the HSO shall review the environmental documents listed prior to preparation of the HASP.

Four signed copies of the HASP shall be furnished to the Engineer for acceptance. The Engineer shall have seven calendar days to review and accept or reject the proposed HASP. Within five calendar days after

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acceptance, the HSO shall distribute signed and stamped (or sealed) copies of the accepted HASP to each emergency response agency servicing the project area, the HASP designated emergency hospital, and five copies to the Engineer. Earth or demolition work shall not occur until after the HASP is accepted and the HASP has been distributed. The HASP shall also be available to the Contractor's employees, their representatives, and officials of OSHA, EPA, Colorado Department of Public Health and Environment (CDPHE), local government health department, Federal Highway Administration, and other appropriate agencies and officials as may be designated by the Engineer. The Engineer will distribute the accepted HASP to appropriate Department personnel. The HASP shall be kept current and shall be revised by the HSO as warranted by changes in the field conditions.

All on-site workers (Contractor's, Department's, Utilities', and others) shall be briefed by the HSO on the contents of the HASP and any revisions thereof. The HSO shall conduct briefings (group or individual) to inform new employees, subcontractors, utility companies and other on-site workers of the HASP contents prior to their entry on site. All personnel involved in excavation or other soil disturbing activities shall receive the required two-hour Asbestos Awareness training by a Certified Asbestos Inspector, when asbestos discoveries are anticipated, or discoveries are made. A signature log of all briefing attendees shall be kept and furnished to the Engineer. The Contractor shall provide, as required, eye wash equipment and stations, emergency showers, hand and face washing facilities and first aid equipment.

The Contractor shall provide, as required, decontamination facilities for personnel and equipment employed in the work. The exact procedure for decontamination and frequency shall be included in the accepted HASP. Decontamination facilities shall meet the criteria set forth in the Code of Federal Regulations (29 CFR and 40 CFR).

- (d) *Precautions and Procedures.* The following minimum precautions and procedures shall be followed during the construction of the project:
1. General construction precautions:
 - A. All monitoring and piezometer wells and test borings shall be established or abandoned by the Contractor as regulated by the State Engineer's Office. Copies of all required permits, notification, and abandonment documents shall be submitted to the Engineer prior to payment approval.
 - B. Hazardous substance related activities shall have a work plan for each work phase which shall be coordinated with the Engineer at least three working days prior to commencement of each phase of the work.
 - C. The Contractor shall properly handle all investigation derived waste generated by this project. Documentation shall be submitted to the Engineer of all tests performed for Treatment, Storage and Disposal (TSD) determination; classification of waste; hauling records; TSD acceptance; manifest (if required); etc. in accordance with applicable laws and regulations.
 - D. When the work may involve air emissions, the Contractor shall contact the Colorado Department of Public Health and Environment (CDPHE), Air Pollution Control Division to ascertain if an air pollution emission notice (APEN) or permit is required for this operation. The Contractor shall be responsible for filing the APEN and obtaining said permit, if required. The processing of air pollution permits, if required, in non-attainment areas or where public hearings are required, likely will take more than 90 days.
 2. For construction on a known or potentially contaminated site, the following conditions shall apply, in addition to those listed in subsection 250.03(d)1:
 - A. The HSO shall be on site or readily available by radio, telephone or pager at all times during the work. When on site, the HSO shall have an operational portable or mobile cellular telephone available for immediate use in areas where such service is available. When on site in cellular telephone non-

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service areas, the HSO shall have available, for immediate use, radio access to a site with telephone service. The HSO shall be notified at least 24 hours prior to the start of confined space entry, storage tank removal, drilling, excavation, trenching, or dewatering operations.

- B. The HSO shall designate the onsite monitoring equipment for flammable gases, oxygen deficient or enriched atmosphere, and toxic gases, such as but not limited to, a flame ionization detector, photoionization detector, combustible gas indicator, and oxygen meter. This designated equipment shall be on site during all construction operations and be utilized during trenching, drilling, excavating, confined space entry, underground storage tank removal, and other appropriate construction operations. The exact equipment to fulfill this requirement shall be specified in the accepted HASP. The HSO shall conduct or supervise the monitoring. The monitoring equipment shall be calibrated as recommended by the manufacturer.
- C. When drilling, trenching, or excavating in the presence of detectable concentrations of explosive gases, the soil shall be wetted and the operating equipment shall be provided with spark proof exhausts.
- D. The Contractor, through the HSO, is responsible for ensuring that 29 CFR 1926 is fully complied with during the construction of the project.
- E. Affected excavation operations shall be discontinued and personnel shall be removed from the affected excavation sites where any of the following levels are detected:
 - (1) 20.0 percent or more LEL flammable gas, or 10.0 percent in an underground or confined space,
 - (2) Permissible Exposure Limit (PEL) of any toxic gas,
 - (3) 19.5 percent or less oxygen,
 - (4) 25.0 percent or more oxygen,
 - (5) Greater than 2 mrem/hr. (Beta particle & photon radioactivity),
 - (6) Greater than 15 pCi/L (Gross alpha particle activity), or
 - (7) Other action levels as determined by the HSO.
 - (8) Uncovering of suspect Asbestos Containing Material (ACM), including but not limited to, buried facility components, active or abandoned utility lines, buried foundations and demolition debris, or miscellaneous ACM dispersed in the soil. The Contractor shall follow the procedures outlined in the HASP and 29 CFR 1926 to address these conditions. Work shall resume in these areas when approved by the Engineer.
- F. Personnel shall be issued and utilize appropriate Health and Safety equipment as determined by the HSO, who shall provide the Engineer with a written explanation of what personal protective equipment (PPE) shall be worn, when, and by which personnel. Except in emergency cases, the Engineer shall be advised by the HSO of changes in the degree of PPE prior to implementation.
- G. Personnel shall avoid the area immediately downwind of any excavation unless the excavation is monitored and declared safe.
- H. The operators of excavating, trenching, or drilling equipment shall wear appropriate PPE as required in the HASP.
- I. Exhaust blowers shall be present at the location where required in the accepted HASP.
- J. The Contractor shall accomplish the work with employees who have been trained and equipped as required by the HASP and applicable provisions of 29 CFR 1910 and 29 CFR 1926.
- K. Fire extinguishers, electrical equipment and wiring shall conform to the applicable requirements of 29 CFR 1926 and 49 CFR.

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- L. Smoking shall not be permitted within 50 feet of any excavation.
3. For construction within 1000 feet of a known or potentially contaminated site, the following conditions, in addition to those listed in subsection 250.03(d) 1. shall apply:
- A. The areas under construction shall be checked with a combustible gas indicator before excavation begins to determine if flammable or combustible gas is in the area.
 - B. Excavations, trenches and drill holes shall be monitored by the HSO for flammable gas, toxic gas and oxygen deficiency or enrichment. This shall be carried out continuously unless the presence of flammable, combustible or toxic gas, or oxygen deficiency or enrichment in the area can be ruled out by the HSO. The recommendation to discontinue monitoring must be agreed to by the Engineer and the Contractor. Prior to implementation, this agreement shall be written, and shall contain specific conditions that will require re-evaluation of the area.
 - C. When flammable or toxic gas is found in the area, those precautions and procedures in subsection 250.03(d)2 shall apply.
4. The following procedures shall be followed if the level of contamination as documented in the environmental documents referenced in subsection 102.05 as revised for this project is exceeded, or if previously unidentified contaminated air, soil or water, is encountered during the construction of the project:
- A. Work in the immediate area of the release or discovery of contamination shall cease. The Engineer shall be immediately notified.
 - B. If no HSO is required by the Contract, the Contractor shall designate an HSO as directed, in accordance with subsection 250.03(a).
 - C. The Engineer may direct the HSO to evaluate the material for potential hazardous substance or other contamination or unsafe conditions. This evaluation may include, but is not limited to, on site field monitoring, on site testing, and on or off site laboratory analysis. Removal of storage tanks and surrounding contaminated soils shall be in accordance with applicable laws, regulations and established procedures. If the contaminated material cannot be placed in the embankment or remediated on site, it must be removed to an appropriate TSD facility, as designated in writing by the Engineer. The HSO shall supervise the necessary testing required to make appropriate TSD determinations. Disposal of the unsuitable material shall be considered as remediation work as described in subsection 250.03(d)4.D and 250.03(d)4.E.
 - D. If this site is determined to be contaminated with petroleum products, hazardous substances or other solid waste in excess of that indicated in the above listed site investigation documents, a thorough Site Investigation and Waste Management Plan shall be accomplished under the supervision of the HSO. The Site Investigation and Waste Management Plan shall be submitted to the Engineer for approval and shall determine the extent of contamination and propose at least three types of remedial action for the contaminated area as required by applicable statutes and regulations. The HSO shall be available to assist the Engineer in explaining this study to the regulatory agencies. When requested by the Engineer, the Contractor shall prepare a Remediation Plan based on the selected remedial method, and shall submit this to the Engineer for approval. The time required for the Engineer's review of the Remediation Plan, including all necessary drawings, calculations, specifications, and other documentation will not exceed four weeks after a complete submittal is received. This work shall not be done unless authorized in writing by the Engineer.
 - E. If the site is determined to be contaminated with petroleum products; hazardous chemicals, materials, or wastes; or other solid wastes, and is required to be remediated, the HSO or other qualified individuals will supervise the Remediation Plan implementation as concurred to by the regulatory agencies, as directed. Hazardous Waste generated by remedial activities shall list the Colorado

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Department of Transportation as the hazardous waste generator on the required paperwork for projects on State Highways and their associated frontage roads. If this project is not on a State Highway or frontage road, then the appropriate local governmental entity having jurisdiction over the transportation system facility shall be listed as the hazardous waste generator. If the waste disturbed or produced was caused by Contractor negligence, the Contractor shall be listed as the hazardous waste generator. Remediation work shall be done only when authorized by the Engineer in writing.

250.04 Heavy Metal Based Paint Management. When the work includes the removal of paint or items covered with paint which may contain lead, chromium or other heavy metals, the requirements of this subsection shall apply in addition to the requirements of subsection 250.03.

The requirements of the HASP shall be in accordance with OSHA Publication Number 3142, *Working with Lead in the Construction Industry*.

Paint Removal and Waste Disposal work shall be performed in accordance with 29 CFR 1926.62, State and local air quality regulations, the Steel Structures Painting Council (SSPC) Guide for Containing Debris Generated During Paint Removal Operations, the *Industrial Lead Paint Removal Handbook* (SSPC 91-18), and the references contained therein.

The following minimum precautions and procedures shall be followed unless modified in the approved HASP or its updates:

- (a) The Contractor shall contact the CDPHE, Air Pollution Control Division to ascertain if an air pollution permit is required for the cleaning or demolition work. If an air pollution permit is required, the Contractor shall obtain the permit. The Contractor shall furnish the Engineer with a copy of the permit application and the permit issued prior to starting cleaning or demolition activities. A copy of the Air Pollution Emission Notice [APEN] shall be provided to the Engineer, if such notice is required under the Colorado Air Quality Control Commission's regulations. The processing of air pollution permits in non-attainment areas, or where public hearings are required, likely will take more than 90 days.
- (b) The Contractor shall contain paint chips, corrosion residues, and spent abrasives, herein referred to as waste materials, resulting from the cleaning or demolition operations. The Contractor shall not deposit or release waste material into the water, air or onto the ground below or adjacent to the structure. The Contractor shall conduct cleaning operations to minimize the waste materials produced. Prior to beginning the work, the Contractor shall submit to the Engineer for acceptance, a detailed methods statement for capturing, testing, and disposing of the removed materials. The Engineer will have seven calendar days to review, and accept or reject this methods statement.
- (c) Abrasives utilized for blast cleaning shall be low-dusting and low waste. Unless approved otherwise, vacuum blasting or wheel blasting shall be used.
- (d) The HSO shall sample and test the waste material for lead, chromium, and other paint associated heavy metals using the Toxicity Characteristic Leaching Procedure (TCLP) Test, Method 1311 of the EPA publication, Test Methods for Evaluating Solid Waste 846. Sample collection methodology and frequency shall be recommended by the HSO and accepted by the Engineer with an adequate number of samples taken to be representative of all waste material collected. If the waste material does not pass the TCLP test, it shall be disposed of in a permitted TSD facility as designated in writing by the Engineer. The waste materials handling decision shall be documented by a report (five copies) submitted to the Engineer. This documentation shall include a description of sample collection methodology, testing performed, test results and comparison of test results with hazardous waste requirements. The waste material shall not be held at an unpermitted TSD facility site in excess of Resource Conservation and Recovery Act (RCRA) temporary storage time limits.

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- (e) When an item coated with paint is removed, all loose paint shall be removed and collected from the item within 24 hours of the time it is removed or placed onto the ground. All loose paint shall be removed and collected from a painted item before it is removed from the site. The Contractor shall contain loose paint until it is removed and collected. Loose paint is defined as that which can be removed by manual scraping methods. Over waterways, the Contractor shall capture all paint debris by the method specified in the methods statement. The paint debris shall be collected on a daily basis and shall be stored in a properly labeled, tightly sealed container and placed in a secured location at the end of each working day.
- (f) All painted steel components which are not designated to be salvaged shall be recycled. Contractor possession of the steel for future use shall be considered a form of recycling. Prior to transport of the components off-site, the Contractor shall obtain a letter from the recipients of the painted steel components stating that they have been fully informed of the contents of the paint and are capable of handling the paint. If the Contractor is to maintain future possession of the steel, the Contractor shall supply this letter. If there will be more than one recipient of the painted material, one letter shall be obtained from each recipient. The Contractor shall provide a copy of each letter to the Engineer. If the painted steel components will be recycled by melting, the letter from the recipient is not required. The Contractor shall submit a letter stating the destination of the painted steel components and that they will be melted.
- (g) When the work consists of the removal of a bridge or components of a bridge coated with paint which has been assumed to contain lead, chromium, other heavy metals, or a combination thereof the Contractor shall capture paint debris which is dislodged during removal operations. The Contractor may choose any method for dismantling the bridge, subject to the following required construction sequence limitations:
- (1) The concrete deck shall be removed prior to removal of the steel superstructure.
 - (2) If the methods statement indicates that girders will be dropped to the ground during dismantling, all debris from the concrete deck removal operation shall be removed from the area below the bridge before any girders are dropped into this area.
 - (3) Girders may be cut and dropped only if the span is located entirely over land.

250.05 Material Handling. This work consists of the additional handling of groundwater and soils to be excavated for construction of the project which are suspected or known to be contaminated. This work also includes stockpiling or containerization, analytical sampling and testing, and final disposition of contaminated groundwater and soils requiring special handling.

The Contractor shall maintain vertical trench walls for the work in the specified areas of known or potential contamination, as shown on the plans. Shoring may be necessary to meet this requirement. The Contractor shall confine the removal of contaminated groundwater and soils encountered as a result of the excavation activities in the specified areas to the vertical and horizontal limits of structure excavation specified in the Contract. The Contractor shall be responsible for any contaminated materials generated beyond the limits of excavation. This shall include any sampling, analysis, and disposal required, and the costs thereof. The Contractor shall be listed as the generator of any such material. The limits of excavation shall be determined as 18 inches outside of structures, including sewers, water lines, inlets, manholes, and other underground structures to be constructed, or as directed.

Specific areas of known or potential contamination have been identified in the project plans. There is the potential of encountering contaminated groundwater and soil, which has not been summarized in the plans or specifications, at unknown locations on the site. Suspected contaminated soil and groundwater shall be handled by one of three methods as follows:

- (a) *Materials Handling (Stockpile & Containerization).* When recommended by the HSO and authorized by the Engineer, material shall be stockpiled or containerized for analysis and characterization for proper handling and, disposal, or both. Sampling and testing of materials shall be as described in the Contract. If analysis indicates that soil samples are designated as uncontaminated, as determined by the criteria shown in the

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Contract or as determined by the CDPHE, the associated soils will not require any special handling and will become the property of the Contractor and may be used on site, subject to other requirements of the Contract. Health and safety monitoring and strict fugitive dust control shall be conducted during the placement of these soils. If analysis indicates that groundwater samples are designated as uncontaminated, as determined by the criteria shown in the Contract or as determined by the CDPHE, the groundwater shall be handled in accordance with subsection 107.25.

Stockpiled and containerized materials shall be secured in compliance with the following provisions until they are determined to be uncontaminated:

1. The Contractor shall not store the material for more than 90 days.
 2. The Contractor shall prevent any runoff from infiltrating the ground or running out of the containment area.
 3. Soils and groundwater containing different contaminants shall be placed in separate containers or stockpiles.
 4. The Contractor shall prevent the dispersion of materials or the dilution or mixing of containers and stockpiles.
 5. The ground surface on which the contaminated soils will be placed shall be covered with plastic sheeting which will withstand the placement and removal of stockpiled materials without breaching.
 6. The ground surface shall be graded to drain toward the edge of the soil piles and the berm or trench around them shall be covered by plastic sheeting.
 7. Proper security shall be provided in accordance with 40 CFR.
- (b) *Solid Waste Disposal.* Soils determined to be contaminated, but not hazardous, as established by criteria in the Contract or as determined by CDPHE or other regulatory agencies having jurisdiction, shall be handled and disposed of, or both as recommended by the HSO and approved by the Engineer. The Contractor shall haul this material to a solid waste disposal facility.
- (c) *Contaminated Groundwater Disposal.* Groundwater determined to be contaminated, but not hazardous, as established by criteria in the Contract or as determined by CDPHE or other regulatory agencies having jurisdiction, shall be handled and disposed of, or both as recommended by the HSO and approved by the Engineer. The Contractor shall prepare a dewatering plan proposing at least three types of treatment and/or disposal options of contaminated groundwater as required by applicable statutes and regulations. One of the treatment options shall include permitting and onsite treatment prior to discharge or disposal. The dewatering plan shall be submitted to the Engineer for approval four weeks before dewatering activities begin.
- (d) *Hazardous Waste Disposal.* Soils and groundwater that are designated or suspected to be hazardous shall be containerized *immediately* upon excavation or upon discovery. Hazardous material shall be labeled and transported to a permitted treatment, storage and disposal (TSD) facility or to a hazardous waste disposal facility approved by the Engineer.
- (e) *Additional Requirements.* Stockpiled or containerized material characterized as uncontaminated, contaminated or hazardous shall be stored and disposed of in a manner consistent with current established federal, state, and local regulations for waste materials.

Materials with contaminants not specifically regulated shall be disposed of by the Contractor as directed, in consultation with CDPHE. All areas where wastes are generated shall be reviewed by the HSO to identify potential contaminant sources that may result in a contaminated waste stream.

Contaminated groundwater and soils, which have been identified as solid waste or hazardous waste,

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requiring disposal according to federal, state, and local regulations, shall be transported in accordance with 49 CFR by the Contractor to an appropriately permitted treatment facility, landfill, incinerator or asphalt plant or other facility approved to accept the waste. CDPHE and the landfill or other treatment or disposal facility shall be notified by the HSO of the material to be disposed of and the corresponding analytical test results prior to shipment. Potentially contaminated water collected from the lined trench of a stockpile shall be treated as required by Colorado Wastewater Discharge Permit System (CDPS) permits, 29 CFR and 40 CFR and reimbursed separately in accordance with Contract requirements.

250.06 Sample delivery. This work consists of the collection, containerization and delivery of material samples for analysis to the testing facility designated in the Contract.

Environmental Protection Agency (EPA) protocol and standards shall be followed in the collection, containerization and transport of samples to be analyzed, including the documentation of the proper chain of custody of all samples. The Contractor shall collect sufficient sample material to perform the required analysis and is responsible for ensuring that appropriate climate control has been provided for sample transport. Sample delivery shall be made within the maximum allowable holding time for each sample type, not to exceed 24 hours, excluding weekends. The time period required for sample collection and delivery to the testing facility will not be considered an excusable delay. The analysis to be completed and turnaround time shall be approved by the Engineer.

The Contractor shall provide the Engineer with a copy of documentation indicating that proper chain of custody requirements have been followed for all samples.

Quality control samples shall be provided by the Contractor in accordance with the quality control requirements of the testing facility designated in the Contract (quality control requirements are available from the Engineer). The Contractor shall prepare, label and transport these samples to the testing facility in conjunction with the delivery of other samples authorized for analysis by the Engineer, at no additional cost.

The Engineer may request splits of samples, in advance of collection, which shall be provided at no additional cost by the Contractor.

250.07 Asbestos-Containing Material Management. Environmental documents or plans listed in the special provisions should include known or suspected locations that could involve encounters with ACM during excavation and other soil disturbing construction activities. Unexpected discoveries of ACM may be made during excavation and soil disturbing construction activities. Asbestos contaminated soil, shall be properly managed or remediated, in accordance with subsection 250.07(a).

All asbestos related activities shall be performed by Colorado certified asbestos professionals, contractors, or consultants. Certifications are issued by the Colorado Department of Public Health and Environment (CDPHE), Indoor Air Quality Unit. A Colorado Certified Asbestos professional shall manage the management and disposal of asbestos contaminated soil and other ACM. The Indoor Air Quality Unit within CDPHE is the only unit that certifies such professionals. The Contractor shall furnish a copy of the license to the Engineer.

(a) *Regulatory Compliance.* Asbestos contaminated soil management is governed by 6 CCR 1007-2, Section 5, which includes and references regulatory compliance with Asbestos Hazard Emergency Response Act (AHERA) Colorado *Regulation 8*; Inspection and reporting protocol and demolition standards are governed by AHERA; Demolition and notification standards are governed by National Emission Standards for Hazardous Air Pollutants (NESHAPS); Colorado Regulation 8 governs all asbestos activities, demolition, permitting, and certification of Certified Asbestos Professionals in the State of Colorado. Colorado Regulation 8 is more stringent than AHERA and NESHAPS and supersedes federal regulations. Conflicting regulatory requirements between AHERA and NESHAPS, if not specifically addressed in Colorado Regulation 8, shall be addressed and approved protocol negotiated with CDPHE. The Contractor shall conform to all current regulations, policy directives, or both, issued by the EPA, CDPHE, and the Department.

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- (b) *Asbestos Management and Visual Inspections* Asbestos management must be performed by a certified asbestos professional. Final Inspections of the area of asbestos contaminated soil removal shall be performed by an Asbestos Consultant to determine what, if any, controls must be instituted to allow future activity in the excavation area. All final visual inspections shall be conducted only when soil is dry.
- (c) *Permitting and Notification*. The CDPHE requires notification of any soil disturbing activity where asbestos is known, suspected, or discovered. A 24-hour notification to CDPHE is required prior to any soil disturbing activity of an unplanned asbestos discovery. A 10 working day notification to CDPHE is required prior to any soil disturbing activity in an area with known or potential material suspected of containing asbestos in or on the soil or asbestos-contaminated soil. Removal of asbestos-containing material on a facility component, that is located on or in soil that will be disturbed, with asbestos quantities above the following trigger levels must be permitted and abated in accordance with the requirements of Air Quality Control Commission Regulation No. 8 (5 CCR 1001-10, Part B):
- (1) 260 linear feet on pipes,
 - (2) 160 square feet on other surfaces, or
 - (3) The volume of a 55-gallon drum.

All permit applications shall be submitted to the Colorado Department of Public Health and Environment a minimum of 10 days prior to start of work for approval. The permit application and notification shall be submitted simultaneously. The Contractor shall obtain all required State and local permits and shall be responsible for all associated fees. Permit application, notification, and waiver request forms shall be submitted to:

Colorado Department of Public Health and Environment Permit Coordinator/APCD - SS - B1 4300
Cherry Creek Drive South Denver, CO 80246-1530 Phone: (303) 692-3100 Fax: (303) 782-0278

Application and waiver forms are available on the CDPHE website: asbestos@state.co.us

- (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. Asbestos Awareness Training shall be given by a qualified and certified Asbestos Building Inspector 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.

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- (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.
- (9) Submit 24-hour Notification of Unplanned Asbestos Discovery.
- (10) Submit 10-day Notification of Planned Asbestos Management.

Risk Assessment and Determinations for Further Management Or Remediation. Risk assessment and determinations for further management or remediation must be closely coordinated with the Project Engineer and Project Manager of the Statewide Management Plan.

250.08 Methamphetamine Lab Sites. Demolition of former Methamphetamine (meth) labs is enforced by the Governing Authority, which varies from county to county. The Contractor shall demolish all buildings that are identified as former meth labs, as listed in public listings by the Governing Authority. The Contractor shall provide evidence of demolition to the Governing Authority, obtain receipt of such evidence by the Governing Authority, and shall submit these to Engineer immediately following demolition.

Septic tank removal at known meth lab sites shall undergo preliminary assessment by an Industrial Hygienist or Certified Industrial Hygienist to determine proper removal and disposal. Work shall proceed in accordance with the recommendations of the Hygienist.

METHOD OF MEASUREMENT

250.09 Environmental Health and Safety Management will not be measured, but will be paid for on a lump sum basis. This will include all work, materials, and hourly time charges by the HSO and other personnel required to accomplish the following:

- (1) Preparation, submittal and briefing of the initial HASP
- (2) Preparation and submittal of the Waste Management Plan
 - 1. Preparation and Submittal of the Dewatering Plan
 - 2. Preparation and Submittal of the Remediation Plan
- (3) Procedures and equipment specified in subsections 250.03 - 250.07
- (4) PPE (levels C and D) for Contractor's personnel for any contamination identified in the preconstruction investigations
- (5) Preparation and submittal of the final site report

The quantity to be measured for Health and Safety Officer will be the total number of hours that the Health and Safety Officer is actually used, as authorized, for the following work:

- (1) Field monitoring necessary to ensure the safety of workers on the site;
- (2) Hours in excess of the items listed under Environmental Health and Safety Management;
- (3) Hours that are necessary due to unforeseen site conditions; and
- (4) Hours of additional consultation or field work that is requested by the Engineer.

Equipment specified in subsection 250.03(a), preparation and submittal of the daily HSO diary, travel to and from the project site, and PPE (Levels C and D) required for use by the HSO will not be measured and paid for separately, but shall be included in the hourly cost of the HSO.

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The quantity to be measured for Monitoring Technician will be the total number of hours that Monitoring Technician is actually used as authorized. Equipment specified in subsection 250.03(b), supervision of the MT, preparation and submittal of the daily monitoring diary, travel to and from the project site, and PPE required for use by the MT (Levels C & D) will not be measured and paid for separately, but shall be included in the hourly cost of the MT.

Solid stockpiled materials will be measured by the cubic yard computed from cross sections by the average end area or other requirements acceptable method. Disposal of solid waste and solid hazardous waste materials will be measured by the cubic yard in the disposal container.

Materials Sampling and Delivery will be measured by the actual number of samples collected, containerized and transported to the testing facility indicated in the Contract.

Additional environmental health and safety management work required and authorized by the Engineer, but not included in the items listed above, will be considered extra work to be paid for in accordance with subsection 109.04, unless such work is caused by the Contractor's action.

BASIS OF PAYMENT

250.10 Partial payment for Environmental Health and Safety Management, as determined by the Engineer, will be made as the work progresses. The Contractor shall submit a schedule of environmental related Health and Safety Management work before the first partial payment is made. The schedule shall indicate the environmental related Health and Safety Management time for each work item that requires Contractor environmental related Health and Safety Management effort and the total time for the project.

The accepted quantity for Health and Safety Officer will be the number of hours actually used and approved for payment by the Engineer and will be paid for at the contract unit bid price.

The accepted quantity for Monitoring Technician will be the number of hours of onsite monitoring as approved by the Engineer and will be paid at the Contract unit price.

Environmental Health and Safety Management, Health and Safety Officer and Monitoring Technician bid items shall include vehicles, phone charges, supplies, printing, postage, office support, and all other miscellaneous costs associated with the work.

Payment for Groundwater Handling (Containerization & Analysis) will be paid for in accordance with subsection 109.04. Payment for Soil Handling (Stockpile) will be made at the contract unit price for all excavated material required to be stockpiled for analysis. The contract unit price will be full compensation for furnishing all materials, labor, equipment and incidentals necessary to complete this work, and all handling of the material prior to disposal. This includes haul, stockpile, and security. Payment for this work will be in addition to any payment made under other bid items for excavation, embankment or backfill on the project, or waste disposal of this material.

Payment for Solid Waste Disposal and Solid Hazardous Waste Disposal will be made at the appropriate contract unit price for the disposal of material determined to be either solid waste or solid hazardous waste. The contract unit prices will be full compensation for furnishing all materials, labor, equipment, tools, storage containers for transport, containerization of material for up to 60 days, and incidentals necessary to complete this work. This includes all handling of the material, loading for disposal, unloading for disposal, and borrow material required for replacement of excavated material disposed of offsite. It does not include stockpiling or containerization required for analysis which is included in the item Materials Handling (Stockpile & Containerization) paid for as described above. Payment for waste disposal fees and transport of hazardous waste will be made as shown below. Payment for this work will be in addition to any payment made under other bid items for excavation, embankment, backfill or material handling (stockpile & containerization) on the project.

(1) *Solid Waste*. Transport costs to the disposal facility and disposal fees will be included in the contract unit

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price for this work.

- (2) *Solid Hazardous Waste*. Transport, Disposal and /or Treatment costs will be paid for by planned force account in accordance with subsection 109.04.
- (3) *Liquid Hazardous Waste*. Transport, Disposal and /or Treatment costs will be paid for by planned force account in accordance with subsection 109.04.

The cost of shoring required to limit the removal of contaminated materials to the specified limits shall be included in the bid unit prices for any excavation to be performed. Such shoring ordered by the Engineer in areas other than the specified areas of known or potential contamination, as shown in the plans, will be paid for in accordance with subsection 109.04.

Payment for Materials Sampling and Delivery will be made at the contract unit price for each material sample collected, containerized and transported to the laboratory testing facility as designated in the Contract. The Contract unit price will be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete this work including required sampling kits, containers, sample splits and quality control samples.

The Contractor shall be responsible for damage caused by Contractor negligence to the environment, persons, or property. Expenditures associated with actions of the Contractor shall be borne by the Contractor at no cost to the project.

Contaminated groundwater containerized, treated or disposed under the requirements of this specification will be paid for by planned force account in accordance with subsection 109.04.

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

Pay Item	Pay Unit
Environmental Health and Safety Management	Lump Sum
Health and Safety Officer	Hour
Monitoring Technician	Hour
Materials Sampling and Delivery	Each
Materials Handling (Stockpile)	Cubic Yard
Solid Waste Disposal	Cubic Yard

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Section 504 of the Standard Specifications is hereby revised for this project to include the following:

DESCRIPTION

504.06 This work consists of constructing a Concrete Block Facing Mechanically Stabilized Earth (MSE) Retaining Wall System at the locations and to the lines and grades shown on the plans. Either metallic or geosynthetic reinforcement (woven fabrics or geogrids) as specified in this specification may be used as MSE reinforcement in the reinforced structure backfill zone. The retained structure backfill zone is the structure backfill retained by the reinforced structure backfill zone as shown on the plans.

MATERIALS

504.07 Shop Drawings. The Contractor shall submit six sets of shop drawings and certified material test reports for review prior to construction of the wall. See subsection 504.12 for a complete list of submittal requirements. Shop drawings shall be submitted in accordance with subsection 105.02.

The shop drawings shall provide the details necessary to demonstrate compliance with the Contract, including:

- (a) *Wall Layouts.* Wall layouts shall conform to the lines and grades on the plans including start, corner, and end stations, leveling pad step breaks, total number of blocks and top and bottom of wall elevations. For walls with rail anchoring slabs, the top of block elevations or the cast in place leveling course shall be within 2 inches of the elevation shown on the plans measured from the bottom of the anchoring slab. The construction batter required to achieve the batter shown on the plans shall be shown on the shop drawings. If temporary walls are required for the construction of permanent walls, the permanent wall vendor shall provide the shop drawings and certified material test reports for temporary walls.
- (b) *Block Reinforcement Locations.* Unless otherwise shown on the plans, each layer of soil reinforcement shall be connected to the facial blocks. The block placement sequence, if other than bottom up and end to end of wall, shall be shown. The block to block reinforcement connections and the cut block limits at curved wall corners shall be shown.
- (c) *Wall Elevations.* Except for the top of the leveling pad, wall elevations given on the plans are based on an 8 inch nominal block height. The actual reinforcement elevations shall be marked on the shop drawings by taking into account the supplied block height, number of reinforced layers, thickness of soil reinforcing and shimming material, and, for curved corners, the interposing layers of reinforcement.
- (d) *Soil Reinforcement Material.* The soil reinforcement type, Minimum Average Roll Value of the Ultimate tensile strength, T_{ULT} (MARV), for geosynthetic soil reinforcement or yield strength for metallic soil reinforcement, spacing, lengths, elevations, and the corresponding wall design height segments shall be shown on the shop drawings. The starting and ending stations for change in grade of reinforcement material shall be shown for walls with different grade of reinforcement material at the same elevation. Material grade shall be clearly identified on each roll of reinforcement to avoid errors in placement. Elevations of the reinforcement layers shall be as specified on the shop drawings.
- (e) *Soil Reinforcement Length (RL).* The soil reinforcement length shall be measured from the front face of the concrete block face to the end of the soil reinforcement as measured to the last cross member. Except for secondary reinforcement, soil reinforcement lengths shall not be less than the lengths specified on the plans.

For wall segments with a Design Height (DH) greater than or equal to 8 feet, the soil reinforcement shall be the same length from top to bottom of the wall.

For wall segments with a Design Height (DH) less than 8 feet, the length of the top layer of soil reinforcement shall be 8 feet and all other layers of soil reinforcement shall be the same length from top to bottom of the wall.

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Unless shown otherwise on the plans, the soil reinforcement lengths shall be as follows:

Design Height (DH)	Reinforcement Length (RL)	Reinforcement Length Top Layer
DH ≤ 6'-0"	6'-0"	8'-0"
6'-0" < DH < 8'-0"	DH	8'-0"
DH ≥ 8'-0"	0.7 x DH but not less than 8'-0"	0.7 x DH but not less than 8'-0"

The Reinforcement Lengths shown on the shop drawings shall be the reinforcement length required for internal stability and pull-out only, but they shall not be less than those shown in the table above. External Stability (bearing pressure, sliding and overturning) and global stability have already been considered and checked in the design.

(f) *Soil Reinforcement Spacing.*

1. The first (bottom) layer of soil reinforcement shall be one or two times the block height, not to exceed 16 inches, above the top of the leveling pad.
2. The last (top) layer of soil reinforcement shall be no further than three times the block height, not to exceed 24 inches, below the top of the uppermost concrete block.
3. The vertical spacing between layers of adjacent soil reinforcement shall be less than four times the block height, not to exceed 32 inches. For walls deriving their connection capacity by friction the maximum vertical spacing of the reinforcement shall be limited to two times the block depth (front face to back face), not to exceed 24 inches, to assure construction and long-term stability. For tributary strength computations, the top row of reinforcement shall be one-half the vertical spacing immediately below the top of the wall.

(g) *Long Term Design Strength (LTDS) of Reinforcement.*

1. The design charts on the plans define the strengths required for the zone of mechanical reinforcement of soil. Based on the total summed LTDS, the reinforcement proposed by the shop drawings for a specific wall height shall meet or exceed the total LTDS shown on the plans. This proposed reinforcement shall allow for a maximum of plus or minus 15 percent variation in each individual layer.
2. Metallic (Inextensible) Soil Reinforcement. The net section at the soil reinforcement to block connection shall be used for the sacrificial thickness calculation. The following minimum sacrificial thickness for reinforcement shall be applied to the 75 year LTDS calculations:

Galvanization Loss	15 μm/year for first 2 years 4 μm/year for subsequent years
Carbon steel loss	12 μm/year after zinc depletion

3. C. Geosynthetic (Extensible) Soil Reinforcement. Geosynthetic soil reinforcement shall be a geogrid or woven geotextile. For polyester (PET), polypropylene (PP), and high-density polyethylene (HDPE) reinforcement, the LTDS of material shall be determined using the following K percentages to ensure the required design life. Unless otherwise specified, LTDS shall not exceed the following K percent of its ultimate tensile strength, T_{ULT} (MARV), i.e.

$$LTDS = K * T_{ULT} (MARV)$$

- (1) Geogrid reinforcement (HDPE, PET):

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Products	K
Tensar	20%
Fortrac, Miragrid, Strata, Synteen and Raugrid	24%

(2) All products not listed above:

Products	K
All geogrid or woven geotextile products meeting AASHTO Standard Specifications for Highway Bridges, 16 th Edition	10%
Products not meeting AASHTO Standard Specifications for Highway Bridges, 16 th Edition including Non-woven geotextile products	5%

(h) *Design Heights and Supplied Reinforcing Material.* Unless otherwise defined on the plans, the wall design height shall be measured vertically from the top of the leveling pad to the top of the concrete rail anchoring slab for walls with railing, or to the top of the cast-in-place concrete coping for walls without railing. For walls that are in front of a bridge abutment that is founded on a deep foundation, the design height used to determine the soil reinforcement length shall be measured vertically from the top of the leveling pad to the top of the roadway carried by the bridge and the wall. Bridge approach slabs shall not be considered in the design of the MSE wall.

For both geosynthetic and metallic reinforcement, the required reinforcement LTDS and the supplied LTDS (determined in accordance with the K factors or depletion of material as defined above) with corresponding brand and grade of material shall be marked clearly on the elevation view or in a tabulation summary. The LTDS of the supplied reinforcement grade must meet or exceed the required LTDS corresponding to the reinforcement spacing provided.

- (i) *Tiered Walls.* For the reinforcement layouts of tiered walls, the overall geometry, the reinforcement length and the sum of the LTDS provided from all layers in all tiers shall be in close conformity with the retaining wall system shown on the plans in order to ensure that local, global, and internal stability requirements have been met.
- (j) *Obstructions.* Details for the placement of soil reinforcement around obstructions (i.e. steel piles, concrete piers, concrete boxes, pipes, etc.) shall be shown on the shop drawings. Design calculations shall be provided showing that the internal stability of the wall meets the required safety factors in the area of the obstruction.
- (k) *Table of Quantities.* A table comparing the Structural Backfill (Class 1), Mechanical Reinforcement of Soil, Geomembrane, and Block Facing quantities shown on the plans to the quantities shown in the shop drawings and percent difference (positive percent indicates an increase in shop drawing quantities from the plans) shall be shown on the shop drawings. Structure Backfill (Class 1), Mechanical Reinforcement of Soil, Geomembrane, and Block Facing quantities shall be calculated in accordance with the Contract. The Contractor shall notify the Engineer of the difference in plan and shop drawing quantities before wall construction begins.
- (l) *Placement Schedule.* Geomembrane placement schedule and clearances to soil reinforcements shall be shown.
- (m) *Vertical Slip Joints.* Locations of stack bond blocks with vertical slip joints for differential settlement relief shall be as specified in subsection 504.19.

504.08 Backfill. Unless otherwise specified on the plans, wall backfill material in the reinforced structure backfill zone and the *associated* trapezoidal retained structure backfill zone shall conform to the requirements for Structure Backfill (Class 1) of Section 206. For reinforcement tensile stress and associated pullout, a friction angle of 34 degrees shall be assumed for Structure Backfill (Class 1). Structure Backfill (Class 1) shall be considered to be

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non-aggressive soil for corrosion and durability computations. All reinforcing elements shall be designed to ensure a minimum design life of 75 years for permanent structures.

504.09 Leveling Pad. Concrete for the leveling pad shall be Concrete (Class D) conforming to the requirements of Section 601. Unless specified on the plans, the maximum vertical step shall be no greater than either 24 inches or three blocks, whichever is less. The leveling pad shall be reinforced only at the steps. When the toe of the wall is founded on a slope steeper than 1.5 (H) to 1 (V), the leveling pad shall be constructed with reinforced concrete with same reinforcing schedule as at its steps. Leveling pad concrete shall be cured for at least 12 hours before placement of the concrete blocks.

504.10 Geomembrane and Joints. A Geomembrane shall be installed on all walls at the top of the reinforced structure backfill zone and retained structure backfill zone to intercept surface runoff and prevent salt penetration into the backfill of the wall as shown on the plans. The Geomembrane shall meet the requirements of subsection 712.08 for geomembrane, and shall have a minimum thickness of 30 mils. It shall be spliced with a dual track field seamed joint in accordance with ASTM D4437 or ASTM D7717. For small local coverage areas, less than 30 square feet, the membrane may be spliced using a 6 inch minimum overlap and an adhesive or a single seam portable thermal welding tool, as suggested by the membrane manufacturer and approved by the Engineer. Unless otherwise shown on the plans, the membrane shall have a minimum coverage length measured perpendicular to the wall face of at least the wall Design Height (DH) plus Soil Reinforcement Length (RL) plus 1.5 feet. The membrane shall be installed with a slope between 20:1 (minimum) and 10:1 (maximum), as shown on the plans, from the block facing to a drainage system located at the cut or pre-filled slope as shown on the plans.

The drainage system shall consist of a 12 inch wide Geo-Composite strip drain inserted into a slot in the Geomembrane, at 10 foot maximum spacing, that collects the water from the membrane and conveys it to a water collector system at the toe of the 1:1 slope as shown on the plans. The water collector system shall consist of a 4 inch diameter perforated collector pipe surrounded by Filter Material Class B and wrapped with Class 3 Geotextile. A 4 inch diameter non-perforated drain pipe, at 100 foot maximum spacing, shall be used to discharge the water in the water collector system out the face of the wall.

Alternatives for the drainage system shown on the plans may be used by the Contractor. A detailed layout of this equivalent water collection system shall be provided by the Contractor and approved by the Engineer.

For tiered walls, a Geomembrane shall be installed between the top of the bottom wall and the toe of the top wall as shown on the plans.

504.11 Prefabricated Concrete Facing Blocks. Concrete blocks including partial blocks shall conform to the requirements shown on the plans and these specifications including the color, texture, and pattern. The Contractor shall provide certification that the results of tests performed in accordance with this subsection meet the requirements of the appropriate specification.

- (a) Cementitious material shall meet the requirements of Section 701.
- (b) Aggregates used in concrete blocks shall conform to ASTM C33 for normal weight concrete aggregate.
- (c) The 28 day compression strength for concrete blocks shall be equal to or greater than 4500 psi. The quality of blocks shall be maintained such that the variations of the compression strengths are within 10 percent. The minimum oven dry unit weight shall be 125 pcf with a maximum water absorption rate by weight of 6 percent. Testing shall be performed in accordance with ASTM C140.
- (d) All units shall be sound and free from cracks or other defects that would interfere with proper placement of the unit, or impair the strength or permanence of the construction. Cracks, chips, or color blemishes will be cause for rejection.

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Any architectural or graffiti resistant treatments shall meet the requirements shown on the plans. If architectural coating is used and graffiti resistant treatments or water repellent sealer is required, the Contractor shall provide the Engineer with four sample blocks for each different color and texture prior to beginning wall construction. Water-resistant or repellent coatings shall conform to ASTM C1262.

The permissible variations in the exterior dimensions of the concrete blocks shall not differ more than plus or minus $\frac{1}{8}$ inch, except the height of the block shall be within plus or minus $\frac{1}{16}$ inch from the specified dimensions for an individual block. The minimum thickness of any walls or webs within the block shall be on average 2.5 inches at the face and 1.5 inches and 2 inches at stem and back. The vertical edges, if applicable, shall be chamfered for splitting and precise dimensioning.

- (e) The Engineer shall be allowed access to the manufacturer's facilities to inspect and sample units from lots prior to delivery with a minimum 2 working days advance notice. The Engineer will reject any concrete blocks, which do not meet the requirements of this specification. The Contractor shall notify the Engineer in writing at least 3 working days before shipment of blocks begins.

504.12 Certifications, Calculations and Testing Reports. The Contractor shall provide the following reports, certifications, calculations and checklists as needed to accompany the shop drawing submittal. All engineering calculations, as stated in subsections 504.07(g)2, 504.07(j), 504.07(k), 504.12(e) and 504.12(f) shall be certified and stamped by a Professional Engineer licensed in the State of Colorado.

- (a) *Certification of T_{ULT} (MARV) or Ultimate Tensile Strength.* For geo-synthetic reinforced systems only, the Contractor shall submit a certification letter from the manufacturer which provides the T_{ULT} (MARV) and certifies that the T_{ULT} (MARV) of the supplied materials have been determined in accordance with ASTM D4595 or ASTM D6637 as appropriate. For metallic wall reinforcement, a mill test report containing the ultimate tensile strength for the soil reinforcement shall be included in the certification.
- (b) *Report Of The Block-Reinforcement Connection Test.* The test report shall be prepared and certified by an independent laboratory. The block to reinforcement connection test method shall conform to the requirements of ASTM D6638 with a service state connection strength displacement criterion of $\frac{3}{4}$ inch or National Concrete Masonry Association (NCMA) Methods SRWU-1.
- (c) *Report For Block-Block Connection Test.* An independent laboratory shall prepare the test report. The block-to-block connection test method shall conform to the requirements of NCMA Methods SRWU-2. The service state connection strength displacement criterion shall be $\frac{3}{4}$ inch.
- (d) *Report For Soil To Reinforcement Interface Pullout Test.* The test report shall be prepared and certified by an independent laboratory. The soil to reinforcement interface pullout test method shall conform to the requirements of ASTM D6706. Tests shall include the full range of overburden pressures as defined by the wall design heights.
- (e) *Certification of Facial Block To Reinforcement Long-Term Connection Strength.* A certification shall be provided with detailed calculations according to the latest AASHTO Standard Specification including Interim and independent laboratory test results performed in accordance with FHWA NHI-00-043, Appendix A3 to demonstrate that the facial block to reinforcement connection meets or exceeds the current AASHTO 75 year design life requirements.
- (f) *Certification of Reinforcement Pullout.* A certification shall be provided with detailed calculations to demonstrate that reinforcement pullouts meet or exceed the current AASHTO requirements. The metal reinforcement breakage and pullout calculations shall include a combination of 75 years of material depletion for carbon steel and galvanization loss.
- (g) *Report and Certification for Concrete Block 28 Day Compression Strength and Water Absorption Rate.* For the 28 day compressive strength test, either a full block or a saw cut coupon compressive test is acceptable to verify the 28-day concrete strength provided the sample allows the test to conform to ASTM C90. The

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sampling shall be done at manufacturer's casting yard and testing results shall be pre-approved before shipment. The Engineer will approve the sample selections for the coupon tests. Coupons shall be cut from the two sides or the back of block (not the front split face) with maximum two original concrete surfaces. The average compressive strength of three tests from three randomly selected blocks, with load applied in the bearing direction shall be equal to or greater than 4500 psi with the minimum of 4000 psi for individual tests in accordance with ASTM C90 and ASTM C140. For the water absorption rate test, a minimum of two coupons shall be prepared and marked for each block, one coupon for successfully conducting the supplier's tests and one spared for future Engineer's test. The spared coupons from the three tests shall be labeled and delivered to the Engineer with the certification. The minimum oven dry density of concrete coupons shall be 125 pcf with a maximum water absorption rate by weight of 6 percent as determined by ASTM C140. Coupons shall be cut from relatively the same location of each block and prepared with uniform workmanship. Each individual sample must test within 12 percent of the average of the three.

- (h) *Efflorescence and Freeze and Thaw Test.* The block shall be visually efflorescence free. Efflorescence control agent shall be used in concrete mix design. An independent laboratory shall provide reports and certifications using one of the following tests in accordance with ASTM C1262 using tap water or 3 percent saline solution and ASTM C1372 as appropriate:
- (1) Test results for freeze and thaw durability shall be graphed and supplied with test data points every 50 cycles up to 300 cycles to confirm that blocks with concrete additives alone can survive 150 cycles with weight loss for each of 4 of the five samples not exceeding 1.0 percent of the initial weight in a tap water solution.
 - (2) Test results for freeze and thaw durability shall be graphed and supplied with test data points every 25 cycles up to 100 cycles to confirm that blocks with concrete additives alone can survive 60 cycles with weight loss for each of 4 of the five samples not exceeding 1.0 percent of the initial weight in a 3 percent saline solution.

A project specific freeze and thaw durability test shall be required for walls meeting one of the following requirements:

- (1) Projects with a total facing area greater than 6000 square feet, as calculated in subsection 504.25, item (1), or
- (2) Projects with any wall in front of or adjacent to bridge abutments and piers.

Wall construction may begin when acceptable freeze and thaw durability test results of units made with the same material, concrete mix design, manufacturing process, and curing method, conducted not more than 12 months prior to delivery until the test results of the actual blocks used in the wall can be obtained and submitted. The test results shall be submitted within one week of being recorded. The frequency of the freeze and thaw durability test shall be a minimum of one test every 6000 square foot of facing, as calculated in subsection 504.25, item (1).

For walls not requiring a project specific freeze and thaw durability test, the Contractor shall submit a certification letter from the facing manufacturer. The certification letter shall include acceptable freeze and thaw durability test results conducted not more than 12 months prior to delivery, that meet the requirements of subsection 8 A or 8 B above. The Certification shall be for units made with the same material, concrete mix design, manufacturing process, and curing method. The Engineer shall be allowed access to the manufacturer's facilities and records to verify that the mix design used in the certified freeze and thaw durability test results is the same as the mix design used for the actual blocks used in the project.

- (i) *Submittal Checklist.* The Contractor shall submit the Block Faced MSE Wall Submittal Checklist, Form 1401, with the Certifications, Calculations and Testing Report submittal package included with the shop drawing submittal.

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514.13 Conditions to Waive the Block-Reinforcement Connection Testing Reports. Unless otherwise noted on the plans the Contractor's Professional Engineer seal requirement for the Facial Block to Reinforcement Long-Term Connection Strength certified test report required by subsection 504.12(e) may be waived if the following conditions are met:

- (1) Every block shall be connected by friction with either a main or a secondary reinforcement starting at 2 inches maximum from the front face of block.
- (2) The spacing for main reinforcement is two blocks maximum or 16 inches, whichever is less.
- (3) The secondary reinforcement shall be applied in between the main reinforcement. The same grade of material as used for main reinforcement shall be used for the secondary reinforcement: however only a minimum of 36 inches total length measured from the face of block is required.
- (4) Aggregate filled cells shall be filled with ¼ inch aggregate. In lieu of aggregate filled cells, the cells in the top four blocks of the wall shall be doweled with steel or fiberglass bars and grouted with cement. Punched or poked holes through fabric reinforcement are allowed to accommodate grout and dowel bars.

504.14 Hybrid MSE Wall Systems.

A hybrid system is one which combines elements of both externally and internally stabilized systems.

An externally stabilized system uses a physical structure to hold the retained soil. The stabilizing forces of this system are mobilized either through the weight of a shape stable structure or through the restraints provided by the embedment of wall into the soil, if needed, plus the tieback forces of anchorages.

An internally stabilized system involves reinforced soils to retain fills and sustain loads. Reinforcement may be added to either the selected fills as earth walls or to the retained earth directly to form a more coherent stable slope. These reinforcements can either be layered reinforcements installed during the bottom-to-top construction of selected fills, or be driven piles or drilled caissons built into the retained soil. All this reinforcement must be oriented properly and extend beyond the potential failure mass.

Hybrid MSE wall systems may be used unless otherwise noted on the plans. Hybrid MSE wall systems are subject to the same design requirements for MSE walls and this specification. The shop drawings for Hybrid MSE wall system shall include a combination of design calculations and appropriate test results to demonstrate that it meets or exceeds the block facing system. Each unit in the hybrid MSE wall system shall have a facing area of 3.5 square feet and be stabilized by a counterfort. Hybrid MSE wall facing units shall be factory made with Class B Concrete with the following additional requirements:

- (1) Minimum Cementitious Material Content: 610 lb./cu. yd.
- (2) No more than 50 percent fine aggregate (AASHTO M6) by volume of total aggregate.
- (3) Ambient temperature shall be a minimum of 40° F and rising when casting.
- (4) Hybrid MSE wall facing shall be cured in accordance with AASHTO M170.

The following Certifications, Calculations and Testing Reports in subsection 504.12(c), (e), (g), and (h) are not required for Hybrid MSE wall systems. The facing to soil reinforcement connection test, subsection 504.12(b), may be waived only if the soil reinforcing spacing is less than or equal to 8 inches or the facing is secured and stabilized by hybrid components with primary reinforcement spacing less than 24 inches. The Contractor shall provide the following additional reports, certifications and calculations to accompany the shop drawing submittal for Hybrid MSE wall systems:

The Contractor shall submit the Block Faced MSE Wall Submittal Checklist, Form 1401, and the Panel Faced MSE Wall Submittal Checklist, Form 1402, with the Certifications, Calculations and Testing Report submittal package included with the shop drawing submittal.

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CONSTRUCTION REQUIREMENTS

504.15 Approval and Qualifications of MSE Wall Installer. The job site wall foreman shall have experience in construction of at least five transportation related MSE walls within the last three years. Transportation related MSE walls are walls that carry or are adjacent to vehicular traffic and are constructed with MSE reinforcement in the reinforced structure backfill zone. The foreman must have prior experience or adequate training on the products that the Contractor elects to use on the project. The resume and credentials of the foreman shall be submitted to the Engineer for approval prior to the pre-construction meeting. The foreman shall be on the site for 100 percent of the time during which the wall is being constructed.

504.16 Wall Test Segment. The wall test segment shall be the first segment of the wall constructed. The wall test segment shall be constructed in the presence of the Technical Representative and the Engineer and shall include construction of each of the 5 elements listed in subsection 504.17. The minimum length of the wall test segment shall be 40 feet or the full length of the wall if less than 40 feet. A wall test segment shall be constructed for the first wall constructed from each wall product used on the project.

504.17 Technical Representative of Wall Product Supplier. The Contractor shall arrange for a technical representative (Tech Rep) of the manufacturer of the wall products to be present during the construction of each wall test segment. If the wall products are supplied from different manufactures, a Tech Rep from each wall product shall be present. The Tech Rep shall be present for construction of the wall test segment and each of the following elements:

- (1) Placement of a minimum of the first two layers of primary soil reinforcement and backfill,
- (2) If obstructions (i.e. steel piles, concrete piers/abutments, concrete boxes, pipes, etc.) exist, placement of primary soil reinforcement and backfill at one of the obstructions,
- (3) Placement of a minimum of the first six courses of blocks or a minimum of a four foot wall height,
- (4) If a vertical slip joint is required, construction of the vertical slip joint in a minimum of a six course portion of block or a minimum of a four foot wall height, and
- (5) If corners are required, construction of a corner representative of the corners in the wall in the project in a minimum of a six course portion of block or a minimum of a four foot wall height..

Before construction of the wall test segment the Tech Rep shall provide the Contractor and the Engineer the following:

- (1) Technical instructions as required in the construction of the earth retaining wall system.
- (2) Product specific specifications in the placement of the soil reinforcement and backfill in accordance with the wall system.
- (3) Guidelines in placing the facing units and attaching them to the soil reinforcement in accordance with the system requirements.
- (4) Provide technical assistance to the facing unit fabricator.

At the completion of the wall test segment the Tech Rep shall provide the following:

- (1) Documentation that the wall test segment was constructed in accordance with the product specific specifications. This documentation shall include a location description (starting and ending stations and elevations) of the wall test segment.

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- (2) Documentation that the job site wall foreman is familiar with the wall products used to construct the walls on the project.

After completion of the wall test segment the Tech Rep shall be available whenever there is any special field condition such as change of geological condition, when there are equipment or personnel changes, or when requested by the Engineer.

504.18 Facial Block Quality Control, Placing Plan and Daily Placement Logs. Before the start of each wall construction, the Contractor shall provide a block-placing plan and shall supply daily placement logs to the Engineer weekly and at the completion of the wall. The daily placement log shall consist of an elevation view of the wall showing the dates, number of blocks placed, and the lot numbers of the blocks placed. The block quality control shall contain multiple submittals if required by subsection 504.12(g). Blocks shall be labeled with the manufacturer's lot number for each pallet and corresponding certification with one set of random samples tested for each 6000 blocks. At least one certification with supporting test results is required for each wall. Test results shall be reviewed and pre-approved by the Engineer before shipment. The Engineer may conduct separate tests with the spared coupons from the original samples. Block testing shall be increased to one set of sampling for every 3000 blocks if the Engineer identifies substandard blocks or when block color or concrete mix changes. With the Engineer's approval, block sampling may be reduced to one set of sampling for every 12,000 blocks after the first acceptable sampling results. The blocks used for Engineer's verification purposes shall be a maximum of 0.5 percent of the total number of blocks. The Engineer will conduct block sampling as early as possible and acquire blocks regularly. However, when tests are not performed within 90 days of the sampling date, the blocks will be returned untested. The Contractor shall coordinate and mark the block and backfill placing sequence on the daily placement logs. The log serves as means for the Engineer to identify where each lot of blocks was placed.

504.19 Wall with Curved Alignments, Tight Curved Corners, and Sections Adjacent To Bridge Abutment. The Contractor shall provide a placement plan that shows curved layouts, special block or saw cut block dimensions, sequence of block placement, and construction off-sets as recommended by the manufacture. For tight curved corners, 8 foot radius or less, and dissimilar foundations such as bridge abutment, to avoid blocks with random cracks, the Contractor shall install stack bond blocks with vertical slip joints as shown on the shop drawings; however reinforcement spacing shall be reduced to one block height, or other properly designed methods of block stabilization shall be used as approved by the Engineer. Short secondary reinforcements used to tied-back cut blocks in between main reinforcements are acceptable. A vertical slip joint for stress relief may be built either with pre-cut or partial pre-cut individual blocks or by saw cutting block face of breaking running bond vertically right after installation.

504.20 Excavation and Backfill. The base of the leveling pad shall receive the same compaction as cut areas required by subsection 203.07. The Contractor shall report to the Engineer in writing density test results for any unsatisfactory bearing material not meeting the minimum 90 percent compaction for walls less than 16 feet high and 95 percent of T-180 for walls higher than 16 feet. If the excavation for the placement of the leveling pad exposes an unsatisfactory bearing material, the Engineer may require removal and replacement of that material. The removed material shall be replaced with Structure Backfill (Class 1) compacted in conformance with subsection 206.03. The Engineer with the assistance of the geotechnical engineer of record will provide the limits including the depth of removal. As directed by the Engineer, and if required, Structure Backfill (Class 1) shall be reinforced with soil reinforcements in conjunction with wick drains and outlet pipes.

The Contractor shall grade the foundation for the bottom of the wall for a width equal to or exceeding the limits of the Reinforcement Length (RL) plus 18 inches as shown on the plans. This graded area shall be compacted with an appropriate vibratory roller weighing a minimum of 8 tons for at least five passes or as directed by the Engineer. For cut wall with continuous seepage, phasing of foundation construction or a different drainage and foundation improvement plan may be necessary.

The reinforced structure backfill zone and the retained structure backfill zone portion immediately behind the wall as defined on the plans shall be Structure Backfill (Class 1). Recycled asphalt, recycled concrete and flow-fill material shall not be substituted for Structure Backfill (Class 1). Each compacted layer of backfill within a

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distance equal to the reinforcement spacing away from the back of the block shall not exceed 4 inches. The triangular or trapezoidal portion behind the concrete blocks and above the spill of backfill, as shown on the plans, shall be filled with $\frac{3}{8}$ " inch crushed rock, filter aggregates with filter fabric, or wall system specific fill as approved by the Engineer. Density tests behind and parallel to the wall in the triangular or trapezoidal portion above the backfill spill zone are not required. Each compacted layer of backfill shall not exceed 8 inches and shall be roughly leveled with the top of block elevation of the lift. The fill and compaction operation shall start 3 feet from the wall back face and progress toward the end of the reinforcement. All Structure Backfill (Class 1) including fill material under the wall and on-site material as allowed under subsection 504.08 shall be compacted to a density of at least 95 percent of the maximum density as determined according to AASHTO T 180. For on-site foundation material containing more than 30 percent retained on the $\frac{3}{4}$ inch sieve, a method of compaction consisting of a conventional heavy vibratory roller starting with minimum 5 passes shall be used to establish the number of passes required to exceed the 95% T180 density requirement.

At least 6 inches of material shall be in place prior to operation of tracked vehicles over soil with reinforcement. Only power operated roller or plate compaction equipment weighing less than 1,000 pounds is allowed within 3 feet of the front face of the wall. The reinforcement shall not be connected to the wall until the compacted fill is at or slightly higher than the location of the connector.

Backfill containing frost or frozen lumps shall not be used. Backfill that has been placed and becomes frozen shall be removed and replaced at the Contractor's expense. If cold weather conditions prevent the placement of Structure Backfill (Class 1), the Contractor may use Filter Material Class B as backfill without compaction at the Contractor's expense and approved by the Engineer. The Contractor shall provide a test report, prepared and certified by an independent laboratory, that the internal friction angle of soil for the Filter Material Class B meets or exceeds that shown on the plans.

The Contractor shall place additional blocks including partial height blocks and properly compacted fill material to return the finished grade to the plan elevations if settlement, as determined by the Engineer, has occurred. A final inspection before the installation of rail anchoring slab will be made after construction settlement, if any, has occurred or 30 days after the completion of the wall. The Contractor shall provide immediate temporary storm water protection and wind erosion control at the end of each day during construction. If settlement occurs as the result of loss of backfill due to wind or water erosion, non-conforming backfill such as frozen fill or over-saturated fill, or if the backfill does not meet compaction requirements, the Contractor shall remove the backfill, wash the soil reinforcement, and bring the elevation to the finished grade at the Contractor's expense. Before final project acceptance, the Contractor shall repair any backfill losses due to wind and water erosion.

To avoid the foundation of the leveling pad being washed out by rain, the area in front of the wall and around the leveling pad shall be backfilled as soon as practicable.

504.21 Reinforcement. Steel reinforcement shall be slack free and geosynthetic reinforcement shall be slightly pre-tensioned. The minimum coverage ratio for geogrid reinforcement shall be 67 percent and the spaces between rolls shall be staggered between layers of soil reinforcement. The minimum coverage ratio for woven fabric reinforcement shall be 100 percent and an overlap between rolls is not required. Woven fabric sheet reinforcement shall be laid to within 1 inch of the front face of block. Soil reinforcement shall not be cut to avoid obstructions unless shown on the shop drawings.

504.22 Leveling Pad. The foundation of the leveling pads shall meet the requirements of subsection 504.20. The leveling pad shall be level within the tolerance of $\frac{1}{16}$ inch for any two block lengths, and within $\frac{1}{4}$ inch for any two points that are 10 feet apart.

Cushion or shimming material (Expansion Joint Material, Concrete Mortar Grout, Roofing Felt, or Geosynthetic Reinforcement) shall be used to support the blocks that are to be directly founded on the leveling pad. Before starting a new course of blocks, the Contractor shall take measures to ensure that the wall elevations will be matched at the next leveling pad step. Cushion or shimming material or grinding as necessary shall be used to obtain the necessary block elevations at the next leveling pad step.

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504.23 Block Facing. For walls that support a roadway, the wall layout line at the leveling pad shall be set back and pre-measured with appropriate batter (5 to 8 percent) from the top of the blocks according to the offset with respect to the centerline of the road. For walls adjacent to a roadway, the wall layout line at the leveling pad shall be directly offset from the centerline of the road. An overall negative batter (wall face leaning outward) between the bottom and the top of the wall is not allowed. For vertical walls, unless otherwise noted on the plans, the final wall face shall be vertical or shall have a positive batter that is not greater than 5 percent for construction control purposes. For walls higher than 16 feet, the 5 percent batter requirement shall be relaxed to a maximum of 8 percent as required for special block products. The surface of the wall face shall be tested with a 10 foot straightedge laid along the surface in the horizontal and vertical directions. Except as necessary for horizontal alignment of the wall, a convex deviation (wall belly) of the wall face from the straightedge shall not be allowed, and any concave deviation (wall depression) from the straightedge shall be less than $\frac{3}{4}$ inch.

Unless otherwise noted, all blocks shall be dry-stacked and placed with each block spanning the joint in the row below (running bond). Shimming or grinding shall control the elevations of any two adjacent blocks within 1/24 inch. The top of blocks shall be tested with a 3 foot or longer straight edge bubble level. All high points identified by the straight edge shall be ground flat. Tilting of the blocks, from front to back of the wall, shall be checked at each course, correction by shimming shall be done no later than three completed courses. For walls without a rail-anchoring slab, the top two courses, or a cast-in-place reinforced concrete cap course and the two courses directly below it, shall be pinned and internally grouted together with a minimum of two #4 rebars per block. The concrete block shall have cells to accommodate grouted pins and modifications shall be made for blocks that do not have such cells. Grout is limited to penetrate a maximum depth of three blocks measured from the top of fill for each operation. For grout more than three blocks in height, if specified on the plans, multiple grout operations are required. A layer of fabric shall retain the grout in the lowest grouted block layer. The aggregate for grout shall be modified according to cell size and geogrid aperture. Grout in any 20 foot long wall segment shall be placed and consolidated by a minimum of two simultaneously working concrete vibrators. Precast cap blocks shall not be used in lieu of a cast-in-place reinforced concrete cap. All concrete used for cast-in-place cap and grout shall have a minimum 28 day compression strength of 4500 psi.

For walls with rail anchoring slabs, the top of block elevations shall be within 2 inches of the bottom of the anchoring slab. Cast-in-place concrete or sawcut partial height blocks may be used to accomplish this without extra cost to the project.

Where the Geomembrane for drainage interferes with the continuation of reinforcement, the blocks beyond the termination shall be reinforced or shimmed with the same grade of soil reinforcing material to maintain the reinforcing at the constant block elevation.

As shown on the plans, facing blocks directly exposed to spray from deiced pavements and indirect windborne spray shall have three coats of water resistant or repellant concrete sealer applied to the front face of the wall before the wall is opened to traffic.

504.24 Fill under Leveling Pad. For walls requiring fill under the planned elevation of the leveling pad, the Contractor may lower the elevation of the leveling pad as approved by the Engineer, except that the finished elevation at the top of the wall shall not be altered. As requested by the Contractor, and with the Engineer's approval, the higher wall shall be redesigned with longer reinforcement length and revised reinforcement schedule.

METHOD OF MEASUREMENT

504.25 MSE retaining walls will not be measured for payment in the field, but will be paid for by the calculated quantities shown on the plans for the five major components of the wall: structure excavation, structure backfill, block facing, mechanical reinforcement of soil, and geomembrane. The Contractor's construction of a system that requires increased or decreased quantities of any of the components to complete the wall to the dimensions shown will not result in a change in pay quantities. Exceptions will be made when field changes are ordered or when it is determined that there are discrepancies on the plans in an amount of at least plus or minus five percent of the plan quantity.

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- (1) The block facing quantity was calculated for the square foot of wall front face area from the top of the leveling pad (or average pad elevations) as shown on the plans to the top of the anchoring slab for walls with railing, or to the top of the cast in place coping for walls without railing.
- (2) The structure excavation quantity was calculated for the total volume of earth to be removed before the installation of the reinforced zone as shown on the plans.
- (3) The structure backfill quantity was calculated for the total volume behind the wall (the retained structure backfill zone) including the material in the reinforced zone as shown on the plans.
- (4) The mechanical reinforcement of soil quantity was calculated for the total volume of the reinforced zone as shown on the plans.
- (5) Geomembrane was calculated as the design height (DH) plus soil reinforcement length (RL) plus 1.5 feet, disregarding the slope of the membrane.

The square foot and cubic yard quantities computed for payment are the wall plan quantities based on the height measured at 20 foot maximum intervals along the wall layout line.

BASIS OF PAYMENT

504.26 The accepted quantities will be paid for at the contract unit price per unit of measurement for the pay items listed below:

Payment will be made under:

Pay Item	Pay Unit
Block Facing	Square Foot

Structure excavation will be paid for under the Section 206 Pay Item Structure Excavation. Structure backfill will be paid for under the Section 206 Pay Item Structure Backfill (Class 1). Soil reinforcement will be paid for under the Section 206 Pay Item Mechanical Reinforcement of Soil. Geomembrane will be paid for under the Section 420 Pay Item Geomembrane.

Rail anchoring systems (slabs) at the tops of walls and leveling pads at the bottom of wall will be measured and paid for separately under the Section 601 Pay Item Concrete and the Section 602 Pay Item Reinforcing Steel.

Payment will be full compensation for all work and materials required to construct the concrete block facing MSE wall. Miscellaneous items such as, dual track welding of Geomembrane, drainage ditches, rundowns, filter material, filter fabric, grout, pins, shimming material, concrete block coating and providing a technical representative will not be measured and paid for separately but shall be included in the work.

504.27 Block Facing Payment Reductions. In this subsection, "block" refers to either a concrete block or a hybrid unit.

- (1) A dislocated block is where the edge of an individual block is offset outward more than ¼ inch or placed with a vertical joint more than ¼ inch from the edge of adjacent blocks.
- (2) A cracked block is an individual block with any visible crack visible in natural light from a distance equal to the wall height.
- (3) A corner knock-off is a block with any missing facial corners or any side longer than ½ inch at the corner.
- (4) Substandard blocks are concrete blocks installed in any wall segments that do not meet the certified values of compression strength, water absorption rate, or freeze/thaw cycles; substandard blocks include blocks actually in the wall for which the Contractor does not provide reports and certifications as required in subsection 504.12.

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In the completed wall, or completed portion of the wall, if the number of defective blocks (cracked blocks, corner knock-off blocks, dislocated blocks, efflorescence or cement blemished blocks and substandard blocks) and blocks failing the straightedge test exceeds 3 percent of the total number of blocks in any wall segment of 40 foot horizontal or arc length, a price reduction will be applied to that portion of the wall. The price reduction shall be 3 percent for each percent of defective blocks in this portion of the wall exceeding 3 percent. This percentage shall accumulate thereafter to a maximum reduction of 21 percent. For blocks subject to price reduction, if the defects are repairable or the overall quality of wall can be improved, with the consent from the Engineer, the Contractor may repair and reduce the percentage of price reduction. A walkthrough inspection will be made as requested by the Contractor before final payment.

% of Defective Blocks (x) in 40 foot section	$x \leq 3$	$3 < x \leq 4$	$4 < x \leq 5$	$5 < x \leq 6$	$6 < x \leq 7$	$7 < x \leq 8$	$8 < x \leq 9$	$9 < x \leq 10$	$x > 10$
% of Price Reduction for that section	0	3	6	9	12	15	18	21	Rejection

The overall payment reduction percentage shall be calculated by dividing the sum of all defective blocks by the total number of blocks in that portion of the wall. When this percentage exceeds 10 percent, the Engineer will reject the entire wall or portions thereof. The Contractor shall replace the rejected wall at his own expense.

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Section 504 of the Standard Specifications is hereby revised for this project to include the following:

DESCRIPTION

504.06 This work consists of constructing a Concrete Panel Facing Mechanically Stabilized Earth (MSE) Retaining Wall System at the locations and to the lines and grades shown on the plans. Either metallic or geosynthetic reinforcement (woven fabrics or geogrids) as specified in this specification may be used as MSE reinforcement in the reinforced structure backfill zone. The retained structure backfill zone is the structure backfill retained by the reinforced structure backfill zone as shown on the plans.

MATERIALS

504.07 Shop Drawings. The Contractor shall submit six sets of shop drawings and certified material test reports for review prior to construction of the wall. See subsection 504.12, for a complete list of submittal requirements. Shop drawings shall be submitted in accordance with subsection 105.02.

The shop drawings shall provide the details necessary to demonstrate compliance with the Contract, including:

(a) *Wall Layouts.* Wall layouts shall conform to lines and grades on the plans including start, corner, and end stations, leveling pad step breaks, total number of panels and top and bottom of wall elevations. For walls with rail anchoring slabs, the top of panel elevations shall be within 8 inches of the elevation shown on the plans measured from the bottom of anchoring slab. The construction batter required to achieve the batter shown on the plans shall be shown on the shop drawings. If temporary walls are required for the construction of permanent wall, the permanent wall vendor shall provide the shop drawings and certified material test reports for temporary walls.

(b) *Panel and Reinforcement Locations.* Unless otherwise shown on the plans, each layer of soil reinforcement shall be connected to the back of each facial panel and the panel numbering and placement sequence shall be shown. The back of each panel shall be logically numbered with its location.

Panel to panel, panel to reinforcement connection detail, and limits of special panels at curved wall corner shall be shown.

(c) *Wall Elevations.* Except for the top of the leveling pad, wall elevations given on the plans are based on the desirable wall height. The actual panel and reinforcement elevations shall be marked on the shop drawings by taking into account the supplied panel as well as special panel heights for matching the front and top finished grade.

(d) *Soil Reinforcement Material.* The soil reinforcement type, Minimum Average Roll Value of the Ultimate tensile strength T_{ULT} (MARV) for geosynthetic soil reinforcement or yield strength for metallic soil reinforcement, spacing, lengths, elevations, and the corresponding wall design height shall be shown on the shop drawings. The starting and ending stations for change in grade of reinforcement material shall be shown for walls with different grade of reinforcement material at the same elevation. Material grade shall be clearly identified on each roll of reinforcement to avoid errors in placement. Elevations of the reinforcement layers shall be as specified on the shop drawings.

(e) *Soil Reinforcement Length (RL).* The soil reinforcement length shall be measured from the back face of the concrete panel to end of the soil reinforcement as measured to the last cross member. Except for secondary reinforcements, soil reinforcement lengths shall not be less than the lengths specified on the plans.

For wall segments with a Design Height (DH) greater than or equal to 8 feet, the soil reinforcement shall be the same length from top to bottom of the wall.

For walls segments with a Design Height (DH) less than 8 feet, the length of the top layer of soil reinforcement shall be 8 feet and all other layers of soil reinforcement shall be the same length from top to

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bottom of the wall.

Unless shown otherwise on the plans, the soil reinforcement lengths shall be as follows:

Design Height (DH)	Reinforcement Length (RL)	Reinforcement Length Top Layer
DH ≤ 6'-0"	6'-0"	8'-0"
6'-0" < DH < 8'-0"	DH	8'-0"
DH ≥ 8'-0"	0.7 x DH but not less than 8'-0"	0.7 x DH but not less than 8'-0"

The Reinforcement Lengths shown on the shop drawings shall be the reinforcement length required for internal stability and pull-out only, but they shall not be less than those shown in the table above. External stability (bearing pressure, sliding and overturning) and global stability have already been considered and checked in the design.

(f) *Panel Size and Soil Reinforcement Spacing.*

1. Except for full height panels, the maximum panel size is 50 square feet and the minimum panel height shall be 30 inches.
2. For full height panels, the maximum panel width shall be 10 feet and the maximum panel height shall be 30 feet. Differential deflection between adjacent panels shall be limited to 1/500. The vendor shall supply design calculations regarding panel concrete crack size control during shipment and construction and estimated joint width and differential deflection limits. The use of full height panels with widths greater than 10 feet or heights greater than 30 feet shall be approved by the Engineer.
3. The maximum vertical spacing between layers of adjacent soil reinforcement shall not exceed 30 inches. Except the half height panel used at the top and bottom of wall, including all partial and extended height panels at the top of wall there shall be at least two layers of reinforcement per panel.
4. The first and bottom layers of reinforcement shall be within 15 inches measured from the top of panel and from the top of leveling pad accordingly.
5. Shiplap joints shall be required at horizontal and vertical joints for segmental panel walls and all vertical joints for full height panel walls. The gap between two adjacent panels shall be ½ to 1 inch. Shiplap joints are not required at the vertical joints of segmental and full height panel when a minimum of 12 inches depth of continuous crushed rock wrapped with Class 2 Geotextile is installed behind the joints as shown in the shop drawings. Geotextile (Class 2) and crushed rock will not be measured and paid for separately, but shall be included in the work. Neoprene cushions shall be provided at all horizontal joints as shown in the plans.

(g) *Long Term Design Strength (LTDS) of Reinforcement.*

1. The design charts on the plans define the strengths required for the zone of mechanical reinforcement of soil. Based on the total summed LTDS, the reinforcement proposed by the shop drawings for a specific wall height shall meet or exceed the total LTDS shown on the plans. This proposed reinforcement shall allow for a maximum of plus or minus 15 percent variation in each individual layer.
2. Metallic (Inextensible) Soil Reinforcement. The net section at the soil reinforcement to panel connection shall be used for the sacrificial thickness calculation. The following minimum sacrificial thickness for reinforcement shall be used for the 75 year LTDS calculations:

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Galvanization Loss	15 µm/year for first 2 years 4 µm/year for subsequent years
Carbon steel loss	12 µm/year after zinc depletion

3. Geosynthetic (Extensible) Soil Reinforcement. Geosynthetic soil reinforcement shall be a geogrid or woven geotextile. For polyester (PET), polypropylene (PP) and high-density polyethylene (HDPE) reinforcement, the LTDS of material shall be determined using the following factors of safety to ensure the required design life. Unless otherwise specified, LTDS shall not exceed the following K percent of its ultimate tensile strength, T_{ULT} (MARV), i.e.

$$LTDS = K * T_{ULT} (MARV),$$

- (1) Geogrid reinforcement (HDPE, PET):

Products	K
Tensor	20%
Fortrac, Miragrid, Strata, Synteen and Raugrid	24%

- (2) All products not listed above:

Products	K
All geogrid or woven geotextile products meet AASHTO Standard Specifications for Highway Bridges, 16 th Edition	10%
Products not meet AASHTO Standard Specifications for Highway Bridges, 16 th Edition including Non-woven geotextile products	5%

- (h) *Design Heights and Supplied Reinforcing Material.* Unless otherwise defined on the plans, the wall design height shall be measured vertically from the top of the leveling pad to the top of the concrete rail anchoring slab for walls with railing, or to the top of the cast-in-place concrete coping for walls without railing. For walls that are in front of a bridge abutment that is founded on a deep foundation, the design height used to determine the soil reinforcement length shall be measured vertically from the top of the leveling pad to the top of the roadway carried by the bridge and the wall. Bridge approach slabs shall not be considered in the design of the MSE wall.

For both geosynthetic and metallic reinforcement, the required reinforcement LTDS and the supplied LTDS (determined in accordance with the K factors or depletion of material as defined above) with corresponding brand and grade of material shall be marked clearly on the elevation view or in a tabulation summary. The LTDS of the supplied reinforcement grade must meet or exceed the required LTDS corresponding to the reinforcement spacing provided.

- (i) *Tiered Walls.* For the reinforcement layouts of tiered walls, the overall geometry, the reinforcement length and the sum of the LTDS provided from all layers in all tiers shall be in close conformity with the retaining wall system shown on the plans in order to ensure that local, global, and internal stability requirements have been met.
- (j) *Obstructions.* Details for the placement of soil reinforcement around obstructions (i.e. steel piles, concrete piers, concrete boxes, pipes, etc.) shall be shown on the shop drawings. Design calculations shall be provided showing that the internal stability of the wall meets the required safety factors in the area of the obstruction.
- (k) *Table of Quantities.* A table comparing the Structural Backfill (Class 1), Mechanical Reinforcement of Soil, Geomembrane, and Panel Facing quantities shown on the plans to the quantities shown in the shop drawings and percent difference (positive percent indicates an increase in shop drawing quantities from the plans) shall

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be shown on the shop drawings. Structure Backfill (Class 1), Mechanical Reinforcement of Soil, Geomembrane, and Panel Facing quantities shall be calculated in accordance with the Contract. The Contractor shall notify the Engineer of the difference in plan and shop drawing quantities before wall construction begins.

- (l) *Placement Schedule.* Geomembrane placement schedule and clearances to soil reinforcements shall be shown.
- (m) *Vertical Slip Joints.* Locations of vertical slip joints for differential settlement relief shall be as specified in subsection 504.16.

504.08 Backfill. Unless otherwise specified on the plans, wall backfill material in the reinforced structure backfill zone and the associated trapezoidal retained structure backfill zone shall conform to the requirements for Structure Backfill (Class 1) of Section 206. For reinforcement tensile stress and associated pullout, a friction angle of 34 degrees shall be assumed for Structure Backfill (Class 1). Structure Backfill (Class 1) shall be considered to be non-aggressive soil for corrosion and durability computations. All reinforcing elements shall be designed to ensure a minimum design life of 75 years for permanent structures.

504.09 Leveling Pad. Concrete for the leveling pad shall be Concrete (Class D) conforming to the requirements of Section 601. Unless specified on the plans, the maximum vertical step shall be no greater than 36 inches. The leveling pad shall be reinforced only at the steps. When the toe of wall is founded on slope steeper than 1.5 (H) to 1 (V), the leveling pad shall be constructed with reinforced concrete with same reinforcing schedule as at its steps. Leveling pad concrete shall be cured for at least 12 hours before placement of the concrete panels. To avoid panel cracking from high contact points, a ¼ inch thick expansion joint material with the same thickness as the panels may be installed between the first layer of panels and the leveling pad.

504.10 Geomembrane and Joint. A Geomembrane shall be installed on all walls at the top of the reinforced structure backfill zone and retained structure backfill zone to intercept surface runoff and prevent salt penetration into the backfill of the wall as shown on the plans. The Geomembrane shall meet the requirements of subsection 712.08 for geomembrane, and shall have a minimum thickness of 30 mils. It shall be spliced with a dual track field seamed joint in accordance with ASTM D4437 or ASTM D7717. For small local coverage areas, less than 30 square feet, the membrane may be spliced using a 6 inch minimum overlap and an adhesive or a single seam portable thermal welding tool, as suggested by the membrane manufacturer and approved by the Engineer. Unless otherwise shown on the plans, the membrane shall have a minimum coverage length measured perpendicular to the wall face of at least the wall Design Height (DH) plus Soil Reinforcement Length (RL) plus 1.5 feet. The membrane shall be installed with a slope between 20:1 (minimum) and 10:1 (maximum), as shown in the plans, from the panel facing to a drainage system located at the cut or pre-filled slope as shown on the plans.

The drainage system shall consist of a 12 inch wide Geo-Composite strip drain inserted into a slot in the Geomembrane, at 10 foot maximum spacing, that collects the water from the membrane and conveys it to a water collector system at the toe of the 1:1 slope as shown on the plans. The water collector system shall consist of a 4 inch diameter perforated collector pipe surrounded by Filter Material Class B and wrapped with Class 3 Geotextile. A 4 inch diameter non-perforated drain pipe, at 100 foot maximum spacing, shall be used to discharge the water in the water collector system out the face of the wall.

Alternatives for the drainage system shown on the plans may be used by the Contractor. A detailed layout of this equivalent water collection system shall be provided by the Contractor and approved by the Engineer.

For tiered walls, a Geomembrane shall be installed between the top of the bottom wall and the toe of the top wall as shown on the plans.

504.11 Pre-Cast Concrete Panel Facing Unit and Panel Joint Material. The pre-cast concrete panels shall conform to the requirements shown on the plans and these specifications including the color, texture, dimensions and pattern. These facing units shall be factory made with Class B Concrete with the following additional

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requirements:

- (1) Minimum Cementitious Content: 610 lb./cu. yd.
- (2) No more than 50 percent fine aggregate (AASHTO M6) by volume of total aggregate.
- (3) Ambient temperature: shall be a minimum of 40° F and rising when casting panels.
- (4) Pre-cast panels shall be cured in accordance with AASHTO M170.

Reinforcing steel shall conform to the requirements of Section 602 of the specifications. The concrete in the pre-cast units shall be compacted using a vibrating table, grid vibrator, or screed vibrator. All panels shall be cast face down on flat level surface.

Panel dimensions and facing treatment shall conform to the architectural requirements shown on the plans. Width of panel from center to center of joint shall be an even whole increment of the pattern dimensions selected to match the architectural treatment. Thickness shall be a minimum of 6 inches plus the depth of rustication. Panel shall be cast to the dimension that accommodates the architectural treatment.

Panels may be longer than 5 feet provided their section strength can be shown to accommodate handling and erection without cracking. Soil reinforcement attachment devices shall be within 1 inch of shop drawing locations. All unit dimensions shall be within ¼ inch of plan. Concrete surface for the front face of the wall shall match the architectural treatment requirements and structural concrete color shown on the plans. Squareness determined by the difference between two diagonals, shall not exceed ½ inch. Surface defects on the front face textured surface, shall not exceed $\frac{3}{16}$ inch when measured with a 5 foot straight edge, except when intentionally roughened.

The Engineer shall be allowed access to the manufacturer's facilities to inspect and sample units from lots prior to delivery with a minimum of 2 working days advance notice. The Engineer will reject any concrete panels, which do not meet the requirements of this specification. Panels shall not be shipped until the concrete strength, at the time of shipping, is greater than 0.9 times f'_c . The Contractor shall notify the Engineer in writing at least 3 working days before shipment of panels begins.

Cover on the back face of the wall for horizontal and vertical joints is required between panels and shall be a drainage geotextile conforming to Subsection 712.08, a minimum of 12 inches wide, nailed or glued in place prior to placing backfill.

At horizontal joints, a cellular type or molded expansion joint material shall be placed and shall be a size suggested by the supplier and approved by the Engineer.

504.12 Certifications, Calculations and Testing Reports. The Contractor shall provide the following reports, certifications, calculations and checklists as needed to accompany the shop drawing submittal. All engineering calculations, as stated in subsections 504.07(f), 504.07(g), 504.07(j), 504.07(k), 504.12(e), 504.12(f), 504.12(g), and 504.12(i) shall be certified and stamped by a Professional Engineer licensed in the State of Colorado.

- (a) *Certification of T_{ULT} (MARV).* For geo-synthetic reinforced system only, the Contractor shall submit a certification letter from the manufacturer which provides the T_{ULT} (MARV) and certifies the T_{ULT} (MARV) of the supplied materials have been determined in accordance with ASTM D4595 or ASTM D6637 as appropriate.
- (b) *Mill Report for Metallic Reinforcements and Connectors.* This includes, but is not limited to mill certifications on weldability, ultimate tensile and yield strength.
- (c) *Report of The Panel-Reinforcement Connection Test.* The test report shall be prepared and certified by an independent laboratory. The panel to reinforcement connection test method shall conform to the industrial standards. The report shall provide data on the ultimate as well as service limit state.

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- (d) *Report for Soil to Reinforcement Interface Pullout Test.* The test report shall be prepared and certified by an independent laboratory. The soil to reinforcement interface pullout test method shall conform to the requirements of ASTM D6706. Tests shall include the full range of overburden pressures defined by wall design heights.
- (e) *Certification of Facial Panel to Reinforcement Long-Term Connection Strength.* Certification shall include calculations to demonstrate that the facial panel to reinforcement connection meets or exceeds current AASHTO 75 years design life requirements.
- (f) *Certification of Reinforcement Pullout.* Certification shall be provided with detail calculations to demonstrate that reinforcement pullouts meet or exceed current AASHTO requirements. For metal reinforcement breakage and pullout, calculations shall include a combination of 75 years material depletion of carbon steel and galvanization loss.
- (g) *Report and Certification for the Initial Concrete Compression Strength, Shipping and Handling Stress.* Cylinder compressive test is acceptable to verify the initial concrete strength of panel at time of shipping. Concrete tensile stress shall not exceed the modulus of rupture. Report shall include calculations of panel cracking stress according to the proposed method of lifting and shipping. Before panel shipping from precast yard to wall site, the Engineer will approve the time of shipping, method of lifting and supporting condition during shipping as well as storage condition at the site before panel installation.
- (h) *Calculations.* Calculation of the LTDS of reinforcement shall conform to the 17th edition of the AASHTO Standard Specifications for Highway Bridges.
- (i) *Efflorescence and Air Content Test.* Panel shall be visually efflorescence free. Efflorescence control agent shall be used in concrete mix design. When fly ash is used as the efflorescence control agent, the fly ash shall be ASTM C618 Class F fly ash and shall be a minimum of 20 percent by weight of the total cementitious material content. Air Content shall be determined in accordance with AASHTO T152. Concrete shall be tested a minimum of the first three batches each day and then once per five batches for the rest of the day to assure specified air entrainment.
- (j) *Submittal Checklist.* The Contractor shall submit the Panel Faced MSE Wall Submittal Checklist, Form 1402 with the Certifications, Calculations and Testing Report submittal package included with the shop drawing submittal.

504.13 Hybrid MSE Wall Systems.

A hybrid system is one which combines elements of both externally and internally stabilized systems.

An externally stabilized system uses a physical structure to hold the retained soil. The stabilizing forces of this system are mobilized either through the weight of a shape stable structure or through the restraints provided by the embedment of wall into the soil, if needed, plus the tieback forces of anchorages.

An internally stabilized system involves reinforced soils to retain fills and sustain loads. Reinforcement may be added to either the selected fills as earth walls or to the retained earth directly to form a more coherent stable slope. These reinforcements can either be layered reinforcements installed during the bottom-to-top construction of selected fills, or be driven piles or drilled caissons built into the retained soil. All this reinforcement must be oriented properly and extend beyond the potential failure mass.

Hybrid MSE wall systems may be used unless otherwise noted on the plans. Hybrid MSE wall systems are subject to the same design requirements for MSE walls and this specification. The shop drawings for the Hybrid MSE wall system shall include a combination of design calculations and appropriate test results to demonstrate that it meets or exceeds the regular system. Hybrid MSE wall systems shall have a facing area of 3.5 square feet and be stabilized by a counterfort. The Certifications, Calculations and Testing Reports in subsection 504.12(e) is not required for Hybrid MSE wall systems. The facing to soil reinforcement connection test, subsection 504.12(c)

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under MATERIALS, may be waived only if the soil reinforcing spacing is less than or equal to 8 inches or the facing is secured and stabilized by hybrid components with primary reinforcement spacing less than 24 inches.

The Contractor shall provide the following additional reports, certifications and calculations to accompany the shop drawing submittal for Hybrid MSE wall systems:

- (1) The facing to counterfort long-term connection test.

The Contractor shall submit the Block Faced MSE Wall Submittal Checklist, Form 1401 and the Panel Faced MSE Wall Submittal Checklist, Form 1402, with the Certifications, Calculations and Testing Report submittal package included with the shop drawing submittal.

CONSTRUCTION REQUIREMENTS

504.14 Approval and Qualifications of MSE Wall Installer. The job site wall foreman shall have experience in construction of at least five transportation related MSE walls within the last three years. Transportation related MSE walls are walls that carry or are adjacent to vehicular traffic and are constructed with MSE reinforcement in the reinforced structure backfill zone. The foreman must have prior experience or adequate training on the products that the Contractor elects to use in the project. The resume and credentials of the foreman shall be submitted to the Engineer for approval prior to the pre-construction meeting. The foreman shall be on the site for 100 percent of time during which the work is being done.

504.15 Wall Test Segment. The wall test segment shall be the first segment of the wall constructed. The wall test segment shall be constructed in the presence of the Technical Representative and the Engineer and shall include construction of each of the 5 elements listed in 504.15 below. The minimum length of the wall test segment shall be 40 feet or the full length of the wall if less than 40 feet. A wall test segment shall be constructed for the first wall constructed from each wall product used on the project.

504.16 Technical Representative of Wall Product Supplier. The Contractor shall arrange for a technical representative (Tech Rep) of the manufacturer of the selected wall products to be present during the construction of each wall test segment. If the selected wall products are supplied from different manufactures, a Tech Rep from each wall product shall be present. The Tech Rep shall be present for construction of the wall test segment and each of the following elements:

- (1) Placement of a minimum of the first four layers of primary soil reinforcement and backfill,
- (2) If obstructions (i.e. steel piles, concrete piers/abutments, concrete boxes, pipes, etc.) exist, placement of primary soil reinforcement and backfill at obstructions,
- (3) Placement of a minimum of the first two rows of panels or a minimum of a four foot wall height,
- (4) If a vertical slip joint is required, construction of the vertical slip joint in a minimum of a two row portion of panels or a minimum of a four foot wall height, and
- (5) If corners are required, construction of a corner representative of the corners in the wall in the project in a minimum of a two row portion of panels or a minimum of a four foot wall height.

Before construction of the wall test segment the Tech Rep shall provide the Contractor and the Engineer the following:

- (1) Technical instructions as required in the construction of the earth retaining wall system.
- (2) Product specific specifications in the placement of the soil reinforcement and backfill in accordance with the wall system.

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- (3) Guidelines in placing the facing units and attaching them to the soil reinforcement in accordance with the system requirements.
- (4) Provide technical assistance to the facing unit fabricator.

At the completion of the wall test segment the Tech Rep shall provide the following:

- (1) Documentation that the wall test segment was constructed in accordance with the product specific specifications. This documentation shall include a location description (starting and ending stations and elevations) of the wall test segment.
- (2) Documentation that the job site wall foreman is familiar with the wall products used to construct the walls on the project.

After completion of the wall test segment the Tech Rep shall be available whenever there is any special field condition such as change of geological condition, when there are equipment or personnel changes, or when requested by the Engineer.

504.17 Facial Panel Quality Control, Placing Plan and Daily Placement Logs. Before the start of wall construction, the Contractor shall provide a panel-placing plan and shall supply daily placement logs to the Engineer weekly and at the completion of the wall. The daily placement log shall consist of an elevation view of the wall showing the dates, number of panels placed, and the serial numbers of the panels placed. The panel quality control shall contain multiple submittals if required by subsections 504.12(g) and (h). Panels shall be labeled with serial number for each panel and corresponding certification with one set of random samples tested for each 220 panels or 5500 square foot of wall face. At least one certification with supporting test results is required for each wall. Test results will be reviewed and pre-approved by the Engineer before shipment. The Contractor shall coordinate and mark the panel and backfill placing sequence on the daily placement logs. The log serves as means for the Engineer to identify where each panel was placed.

504.18 Wall With Curved Alignments, Tight Curved Corners, and Sections Adjacent To Bridge Abutment. The Contractor shall provide a placement plan that shows curved layouts, special corner panel, sequence of panel placement, and construction off-sets as recommended by the manufacture. For tight curved corners, 8 foot radius or less, and dissimilar foundations such as bridge abutment, to avoid panels with random cracks, the Contractor shall install vertical slip joints as shown on the shop drawings.

504.19 Excavation and Backfill. The base of leveling pad shall receive the same compaction as cut area required by subsection 203.07. The Contractor shall report to the Engineer in writing density test results for any unsatisfactory bearing material that does not meet the minimum 90 percent compaction for walls less than 16 feet high and 95 percent of T-180 for walls higher than 16 feet. If the excavation for the placement of the leveling pad exposes an unsatisfactory bearing material, the Engineer may require removal and replacement of that material. The removed material shall be replaced with Structure Backfill (Class 1) compacted in conformance with subsection 206.03. The Engineer with the assistance of the geotechnical engineer of record will provide the limits including the depth of removal. As directed by the Engineer, and if required, Structure Backfill (Class 1) shall be reinforced with soil reinforcements in conjunction with wick drains and outlet pipes

The Contractor shall grade the foundation for the bottom of the wall for a width equal to or exceeding the limits of the Reinforcement Length (RL) plus 18 inches as shown on the plans. This graded area shall be compacted with an appropriate vibratory roller weighing a minimum of 8 tons for at least five passes or as directed by the Engineer. For cut wall with continuous seepage, phasing of foundation construction or a different drainage and foundation improvement plan may be necessary.

The reinforced structure backfill zone and the retained structure backfill zone portion immediately behind the wall as defined on the plans shall be Structure Backfill (Class 1). Recycled asphalt, recycled concrete and flow-fill material shall not be substituted for Structure Backfill (Class 1). Each compacted layer of backfill within a distance equal to the reinforcement spacing away from the back of the panels shall not exceed 4 inches. The

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triangular or trapezoidal portion behind the concrete panels and above the spill of backfill, as shown on the plans, shall be filled with $\frac{3}{8}$ "⁺ crushed rock, filter aggregates with filter fabric, or wall system specific fill as approved by the Engineer. Density tests behind and parallel to the wall in the triangular or trapezoidal portion above the backfill spill zone are not required. Each compacted layer of backfill shall be in even increments up to 8 inches thick. The fill and compaction operation shall start 3 feet from the wall back face and progress toward the end of the reinforcement. All Structure Backfill (Class 1) including fill material under the wall and on-site material as allowed by subsection 504.08 shall be compacted to a density of at least 95 percent of the maximum density according to AASHTO T 180. For on-site foundation material containing more than 30 percent retained on the $\frac{3}{4}$ inch sieve, a method of compaction consisting of a conventional heavy vibratory roller starting with minimum 5 passes shall be used to establish the number of passes required to exceed the 95 percent T180.

At least 6 inches of material shall be in place prior to operation of tracked vehicles over soil with reinforcement. Only power operated roller or plate compaction equipment weighing less than 1,000 pounds is allowed within 3 feet of the front of the wall face. The reinforcement shall not be connected to the wall until the compacted fill is at or slightly higher than the location of the connector.

Backfill containing frost or frozen lumps shall not be used. Backfill that has been placed and becomes frozen shall be removed and replaced at the Contractor's expense. If cold weather conditions prevent the placement of Structure Backfill (Class 1), the Contractor may use Filter Material Class B as backfill without compaction at the Contractor's expense and approved by the Engineer. The Contractor shall provide a test report, prepared and certified by an independent laboratory, that the internal friction angle of soil for the Filter Material Class B meets or exceeds that shown on the plans.

The Contractor shall place additional panels including partial height panels and properly compacted fill material to return the finished grade to the plan elevations if settlement, as determined by the Engineer, has occurred. A final inspection before the installation of rail anchoring slab will be made after construction settlement, if any, has occurred or 30 days after the completion of the wall. The Contractor shall provide immediate temporary storm water protection and wind erosion control at the end of each day during construction. If settlement occurs as the result of loss of backfill due to wind or water erosion, non-conforming backfill such as frozen fill or over-saturated fill, or if the backfill does not meet compaction requirements, the Contractor shall remove the backfill, wash the soil reinforcement, and bring the elevation to the finished grade at the Contractor's expense. Before final project acceptance, the Contractor shall repair any backfill losses due to wind and water erosion.

To avoid the foundation of the leveling pad being washed out by rain, the area in front of the wall and around the leveling pad shall be backfilled as soon as practicable.

504.20 Reinforcement. Steel reinforcement shall be slack free and geosynthetic reinforcement shall be slightly pre-tensioned. The minimum coverage ratio for geogrid reinforcement shall be 67 percent and the spaces between rolls shall be staggered between layers of soil reinforcement. The minimum coverage ratio for woven fabric reinforcement shall be 100 percent and an overlap between rolls is not required. Soil reinforcement shall not be cut to avoid obstruction unless shown on the shop drawings.

504.21 Leveling Pad. The foundation of the leveling pads shall meet the requirement of subsection 504.16 immediately above. The leveling pad shall be level within the tolerance of $\frac{1}{8}$ inch for any two points along the length of a panel, and within $\frac{1}{4}$ inch for any two points 10 feet apart. If the wall is not level, the panels will bind against each other causing spall of the edges and corners.

Cushion or shimming material (Expansion Joint Material, Concrete Mortar Grout, Roofing Felt or Geosynthetic Reinforcement) shall be used to support panels directly founded on the leveling pad. Before starting a new course of panels, the Contractor shall take steps to ensure that the wall elevations are matched at the neighboring panels. Cushion or shimming material shall be used to obtain necessary panel elevations at next leveling pad step. No more than 2 shims (each $\frac{3}{16}$ inch thick) should be required to level the panels on the leveling pad.

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504.22 Wooden Wedges. Wooden wedges are used to help to hold the panels at the correct batter during the backfill operation. The wooden wedges shall be made from hard wood (such as oak, maple or ash). Wooden wedges shall be removed as soon as the precast panels above the wedged panels are completely erected and backfilled. There shall not be more than three rows of wooden wedges in place at one time. Panels that crack or spall due to failure to remove the wooden wedges shall be repaired or replaced.

504.23 Panel Facing. For walls that support a roadway, the wall layout line at the leveling pad shall be setback and pre-measured with appropriate batter (5 to 8 percent) from the top of the panels according to the offset with respect to the centerline of the road. For walls adjacent to a roadway, the wall layout line at the leveling pad shall be directly offset from the centerline of the road. An overall negative batter (wall face leaning outward) between the bottom and the top of the wall is not allowed. Unless otherwise noted on the plans for battered walls, the final wall face shall be vertical, or have a positive batter of not greater than 5 percent for construction control purpose. The surface of the wall face shall be tested with a 10 foot straightedge laid along the surface in horizontal and vertical directions. Except as necessary for horizontal alignment of the wall, convex deviation of the wall face from the straightedge (belly wall) shall not be allowed, and concave deviation from the straightedge shall be less than ½ inch.

Walls without a rail-anchoring slab, cast-in-place reinforced concrete coping with uniform exposed height is required to match the required finished elevations as well as to retain the panels' lateral deformation.

For walls with rail anchoring slabs, the top of panel elevations shall be within 8 inches of the bottom of the anchoring slab. Cast-in-place concrete or saw-cut partial height panels may be used to accomplish this.

Where the Geomembrane for drainage interferes with the continuation of reinforcement, the panels beyond the termination shall be reinforced with the same grade of additional soil reinforcing material to maintain the total amount of reinforcement per panel. To avoid leaking or soil erosion through the joint, a filter fabric at least 12 inches wide shall be glued to the panels behind all vertical joints.

As shown on the plans, facing panels directly exposed to spray from deiced pavements and indirect windborne spray shall have three coats of water resistant or repellant concrete sealer applied to the front face of the wall before the wall is opening to traffic.

For completed wall or parts of completed wall, before final payment any damages including blemish and discoloring of panel shall be replaced or repaired. Sand blasting may be used if accepted by the Engineer.

504.24 Fill under Leveling Pad. For walls requiring fill under the planned elevation of the leveling pad, the Contractor may lower the elevation of the leveling pad as approved by the Engineer, except that the finished elevation at the top of the wall shall not be altered. As requested by the Contractor, and with the Engineer's approval, the higher wall shall be redesigned with longer reinforcement length and revised reinforcement schedule.

METHOD OF MEASUREMENT

504.25 MSE retaining walls will not be measured for payment in the field, but will be paid for by the calculated quantities shown on the plans for the five major components of the wall: structure excavation, structure backfill, concrete panel facing, mechanical reinforcement of soil, and geomembrane. The Contractor's construction of a system that requires increased or decreased quantities of any of the components to complete the wall to the dimensions shown will not result in a change in pay quantities. Exceptions will be made when field changes are ordered or when it is determined that there are discrepancies on the plans in an amount of at least plus or minus five percent of the plan quantity.

- (1) The panel facing quantity was calculated for the square foot of wall front face area from the top of the leveling pad (or average pad elevations) as shown on the plans to the top of the anchoring slab for walls with railing, or to the top of the cast in place coping for walls without railing.

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- (2) The structure excavation quantity was calculated for the total volume of earth to be removed before the installation of the reinforced zone as shown on the plans.
- (3) The structure backfill quantity was calculated for the total volume behind the wall (the retained structure backfill zone) including the material in the reinforced zone as shown on the plans.
- (4) The mechanical reinforcement of soil quantity was calculated for the total volume of the reinforced zone as shown on the plans.
- (5) Geomembrane was calculated as the design height (DH) plus soil reinforcement length (RL) plus 1.5 feet, disregarding the slope of the membrane.

The square foot and cubic yard quantities computed for payment are the wall plan quantities based on the height measured at 20 foot maximum intervals along the wall layout line.

BASIS OF PAYMENT

504.26 The accepted quantity will be paid for at the contract unit price per unit of measurement for the pay items listed below:

Payment will be made under:

Pay Item	Pay Unit
Panel Facing	Square Foot

Structure excavation will be paid for under the Section 206 Pay Item Structure Excavation. Structure backfill will be paid for under the Section 206 Pay Item Structure Backfill (Class 1). Soil reinforcement will be paid for under the Section 206 Pay Item Mechanical Reinforcement of Soil. Geomembrane will be paid for under the Section 420 Pay Item Geomembrane.

Rail anchoring systems (slabs) at the tops of walls and leveling pads at the bottom of wall will be measured and paid for separately under the Section 601 Pay Item Concrete and the Section 602 Pay Item Reinforcing Steel.

Payment will be full compensation for all work and materials required to construct the concrete panel facing MSE wall. Miscellaneous items such as dual track welding of Geomembrane, drainage ditches, rundowns, filter material, filter fabric, grout, pins, shimming material, ¼ inch thick expansion joint material, concrete coating and providing a technical representative will not be measured and paid for separately but shall be included in the work.

504.27 Panel Facing Payment Reductions. In this subsection, a “panel” refers to either a concrete panel or a hybrid unit. Each of the following shall be considered a defect:

- (1) Dislocated Panel. A dislocated panel is an individual panel or its corner located outward more than ¼ inch from the adjacent panels.
- (2) Cracked Panel. A cracked panel is an individual panel with any visible crack when viewed from a distance equal to the wall height in natural light.
- (3) Corner Knock Off. A corner knock-off is a panel with any missing facial corners or architectural edges.
- (4) Substandard panel. Substandard panels are concrete panels installed in any wall segments that do not meet the certified values for compressive strength. Each substandard panel counts as one defect.
- (5) Oversize Joints. Panels with oversize joints are two adjacent panels that do not meet the required values in subsection 504.07(f).
- (6) Panels Failing the 10 Foot Straightedge Test. Straightedge test failures are joints that deviate from even by more than ¼ inch when measured by placing a 10 foot straightedge across the joint.

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Defects shared by two adjacent panels such as oversized joint, dislocated panel and panels not passing 10 foot straight edge test will be count as one defect.

In the completed wall, or completed portion of the wall the number of defects, as described above, in each 40 foot section (horizontal or arc length) will be counted. If there are defects, the number of defects in the 40 foot section will be considered for price reduction according to the table below. For panels subjected to price reduction, if the defects are repairable or the overall quality of wall can be improved, with the consent from the Engineer, the Contractor may elect to repair and reduce the percent of price reduction. A walkthrough inspection shall be made as requested by the Contractor before final payment.

No. of Defects in 40 Foot Section	2	3	4	5	> 5
% Of Price Reduction for that section	3	9	15	21	Rejection

When the number of defects exceeds 5, the Engineer will reject the entire wall or portions thereof. The Contractor shall replace the rejected wall at his own expense.

February 3, 2011

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.

February 3, 2011

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.

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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

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REVISION OF SECTION 601
CONCRETE FORM AND FALSEWORK REMOVAL

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 acompressive 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 acompressive 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.

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 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, the trial mix shall be run with the required air content.

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
DEPOSITING CONCRETE UNDER WATER

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

In subsection 601.12, delete (f) and replace with the following:

(f) *Depositing Concrete Under Water.* Concrete, except for cofferdam seals, shall not be deposited under water, unless approved by the Engineer. If approved, care shall be exercised to prevent the formation of laitance. Concrete shall not be deposited until all laitance, which may have formed on concrete previously placed, has been removed. Pumping shall be discontinued while depositing foundation concrete if it results in a flow of water inside the forms. Concrete deposited under water shall be carefully placed in a compact mass in its final position by means of a concrete pump and tremie. The discharge or bottom end of the tremie shall be lowered to contact the foundation at the start of the concrete placement and shall be raised during the placement at a rate which will insure that the bottom or discharge end of the tremie is continuously embedded or buried in fresh concrete a minimum of 12 inches. Air and water shall be excluded from the tremie pipe by keeping the pipe continuously filled. The continuity of the placement operation shall be maintained without breaking the seal between the concrete mass and the discharge end of the tremie until the lift is completed. The concrete placement shall not be disturbed after it has been deposited.

REVISION OF SECTION 601
FIBER-REINFORCED CONCRETE

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

Subsection 601.03 shall include the following:

Where Fiber-Reinforced Concrete is specified or designated in the plans, the concrete mix shall include approved polyolefin fibers. Unless otherwise specified, a minimum of 3.5 pounds per cubic yard of polyolefin fiber reinforcement shall be evenly distributed into the mix. Mixing shall be as recommended by the manufacturer such that the fibers do not ball up. Polyolefin fibers shall meet the requirements of ASTM C1116 and ASTM D7508.

Where Macro Fiber-Reinforced Concrete is specified or designated in the plans, the concrete mix shall include approved macro polyolefin fibers. Unless otherwise specified, a minimum of 4.0 pounds per cubic yard of macro polyolefin fiber reinforcement shall be evenly distributed into the mix. Macro Fiber-Reinforced Concrete shall have a residual strength of 170 psi as determined by ASTM C1609. Mixing shall be as recommended by the manufacturer such that the fibers do not ball up. Macro polyolefin fibers shall meet the requirements of ASTM C1116 and ASTM D7508 with the following exceptions:

- (1) Tensile strength shall be a minimum of 65 ksi
- (2) Modulus of Elasticity shall be a minimum of 1,000 ksi
- (3) Cut length shall be 1.5 to 2.2 inches
- (4) Aspect Ratio shall be 50 to 100

Subsection 601.05 shall include the following:

When Fiber-Reinforced Concrete is specified in the Contract, polyolefin fibers may be added to an approved mix design except when Macro Fiber-Reinforced Concrete is specified. If Macro Fiber-Reinforced Concrete is specified a new trial mix will be required. When polyolefin fibers are added to an approved concrete mix design, the Contractor shall submit a letter stamped by the Concrete Design Engineer approving the changes. The stamped letter shall include the following and will be approved by the Engineer prior to use:

- (1) The mix design number, both the CDOT mix ID number and the suppliers mix ID number
- (2) The brand and type of polyolefin fibers.
- (3) The dosage of polyolefin fibers in pounds per cubic yard.
- (4) Adjustment to the fine aggregate batch weight

Subsection 601.06 shall include the following:

- (18) Weight of polyolefin fiber reinforcement

Subsection 601.19 shall include the following:

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

May 8, 2014

1

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.

April 30, 2015

REVISION OF SECTION 601
STRUCTURAL CONCRETE STRENGTH ACCEPTANCE

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

In subsection 601.17 (c), delete the first paragraph and replace with the following:

- (c) *Strength (When Specified)*. The concrete will be considered acceptable when the running average of three consecutive strength tests per mix design for an individual structure is equal to or greater than the specified strength and no single test falls below the specified strength by more than 500 psi. A test is defined as the average strength of three test cylinders cast in plastic molds from a single sample of concrete and cured under standard laboratory conditions prior to testing. If the compressive strength of any one test cylinder differs from the average by more than 10 percent that compressive strength will be deleted and the average strength will be determined using the compressive strength of the remaining two test cylinders.

1
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 to 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

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REVISION OF SECTIONS 601 AND 701
CEMENTS AND POZZOLANS

- (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 C 1012, 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

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REVISION OF SECTIONS 601 AND 701
CEMENTS AND POZZOLANS

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 For 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 For 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.

REVISION OF SECTIONS 601 AND 701
CEMENTS AND POZZOLANS

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. HRPs 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).

HRPs 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 603
CULVERT PIPE INSPECTION

Section 603 of the Standard Specifications is hereby revised for this project as follows:

Delete the first paragraph of subsection 603.09 and replace with the following:

603.09 Backfilling. After the conduit or section of conduit is placed, it shall be inspected before any backfill is placed. Reinforced concrete pipe (RCP) shall be visually inspected in accordance with AASHTO LRFD Bridge Construction Specifications, Section 27.6. Conduit found to be damaged shall be replaced, and conduit found to be out of alignment or unduly settled shall be taken up and relaid. The trench shall then be backfilled with material in accordance with Section 206.

In subsection 603.09, delete the fifth paragraph.

Add subsection 603.091 immediately following subsection 603.09 as follows:

603.091 Deflection Testing of Metal and Plastic Pipe. After a metal or plastic pipe is backfilled and earthwork over the pipe is complete to the top of the subgrade, the pipe deflection shall be measured in the presence of the Engineer. The maximum allowable deflection shall be 5 percent. Deflection is a reduction in the nominal diameter of the pipe measured in any direction. Measurement shall be made using a mandrel, laser profile, or other method approved by the Engineer. Measurement shall be made 30 days or more following the pipe installation. Pipe having any deflections in excess of 5 percent at any location within the pipe shall be removed and reinstalled at the Contractor's expense. Pipe that is permanently deformed or damaged in any way shall be replaced at the Contractor's expense. Replaced pipe shall be retested 30 days or more after the installation in accordance with the method described above.

1
REVISION OF SECTIONS 603, 624, 705, 707 AND 712
DRAINAGE PIPE

Sections 603, 624, 705, 707 and 712 of the Standard Specifications are hereby revised for this project as follows:

Subsection 603.07 shall include the following:

Joint systems for siphons, irrigation systems, and storm drains shall be watertight.

Subsection 603.07(c) shall include the following:

Watertight joint systems for plastic pipe shall conform to subsection 705.03.

Subsection 624.02 shall include the following material type and requirement:

Abbreviation	Description	Subsection
ALT2 CSP	Aluminized Corrugated Steel Pipe Type 2	707.11
Plastic	Polyvinyl Chloride (PVC), Polyethylene (PE), Steel Reinforced Polyethylene (SRPE) and Polypropylene (PP)	712.13

In subsection 624.02 delete the third paragraph and replace it with the following:

Connecting bands shall receive the same corrosion protection as the pipe with which they are used. Coatings conforming to the requirements of Sections 706 and 707 will be permitted as applicable. Connecting bands and pipe extensions shall be of similar metal, or of non-metallic material, to avoid galvanic corrosion.

End sections for concrete or metal pipe shall be the same material as the pipe and meet the requirements for the same class as that specified for the pipe in accordance with Table 624-1.

Plastic end sections shall not be used. When plastic pipe is to be installed with end sections, steel or concrete end sections meeting the same class as that specified for the pipe in accordance with Table 624-1 shall be used.

In subsection 624.02 delete the fourth paragraph and replace it with the following:

The Contractor may furnish any pipe material allowed in Table 624-1 for the class of pipe specified in the Contract except for storm drains. The Contractor may furnish RCP, PVC, SRPE or PP allowed in Table 624-1 for the class of pipe specified in the Contract for storm drains. The Contractor shall state at the preconstruction conference the pipe materials intended to be furnished.

In subsection 624.02 delete Table 624-1 and replace it with the following:

2
 REVISION OF SECTIONS 603, 624, 705, 707 AND 712
 DRAINAGE PIPE

TABLE 624-1
Materials Allowed for Class of Pipe

Material Allowed**	Class of Pipe*										
	0	1	2	3	4	5	6 ⁴	7	8	9	10 ⁴
CSP	Y	N	N	N	N	N	N	N	N	N	N
ALT2 CSP	Y	Y	Y	Y	Y	N	N	N	N	N	N
Bit. Co. CSP	Y	Y ¹	N	N	N	N	N	N	N	N	N
A.F. Bo. CSP	Y	Y	Y	Y	Y	Y	Y	N	N	N	N
CAP	Y	Y ²	Y ²	Y ²	Y ²	Y	N	N	N	N	N
PCSP - both sides	Y	Y	Y	Y	Y	Y	Y	N	N	N	N
PVC ⁶	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
PE ⁶	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
PP ⁶	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
SRPE	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
RCP (SP0) ^{3,5}	Y	Y	N	N	N	N	N	Y	N	N	N
RCP (SP1) ^{3,5}	Y	Y	Y	N	N	N	N	Y	Y	N	N
RCP (SP2) ^{3,5}	Y	Y	Y	Y	Y	N	N	Y	Y	Y	N
RCP (SP3) ^{3,5}	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

* As determined by the Department in accordance with the CDOT *Pipe Selection Guide*. Determination is based on abrasion and corrosion resistance.

** Y=Yes; N=No.

¹ Coated Steel Structural Plate Pipe of equal or greater diameter, conforming to Section 510, may be substituted for Bit. Co. CSP at no additional cost to the project.

² Aluminum Alloy Structural Plate Pipe of equal or greater diameter, conforming to Section 510, may be substituted for CAP at no additional cost to the project.

³ SP= Class of Sulfate Protection required in accordance with subsection 601.04 as revised for this project. RCP shall be manufactured using the cementitious material required to meet the SP class specified.

⁴ For pipe classes 6 and 10, the RCP shall be coated in accordance with subsection 706.07 when the pH of either the soil or water is less than 5. The Contract will specify when RCP is to be coated.

⁵ Concrete shall have a compressive strength of 4500 psi or greater.

⁶ In accordance with subsection 712.13.

Subsection 624.03 shall include the following:

Joint systems for siphons, irrigation systems, and storm drains shall be watertight. Watertight joint systems for plastic pipe shall conform to subsection 705.03.

Installation for Aluminized Corrugated Steel Pipe Type 2 shall conform to all requirements for Corrugated Steel Pipe (CSP) including the fill height tables and requirements in Standard Plan M-603-1.

Subsection 705.03 shall include the following:

Watertight joint systems for plastic pipe shall be in accordance with ASTM D3212.

3
REVISION OF SECTIONS 603, 624, 705, 707 AND 712
DRAINAGE PIPE

Add subsection 707.11 as follows:

707.11 Aluminized Corrugated Steel Pipe Type 2. Aluminized Corrugated Steel Pipe Type 2 shall conform to the requirements of AASHTO M 274.

In subsection 712.13 (b), delete (1) and (2) and replace with the following:

- (1) AASHTO M 304 (Profile) for nominal pipe sizes of 4 to 36 inches.
- (2) ASTM F794 (Profile) for nominal pipe sizes 4 to 36 inches with 46 psi minimum pipe stiffness

Add subsection 712.13 and (c) and (d) as follows:

(c) *Polypropylene (PP) Pipe.*

AASHTO M330 for nominal pipe sizes of 12 to 60 inches with the following exceptions: Type S and Type SP are acceptable (Type C, Type CP and Type D will not be accepted).

The Contractor shall provide a polypropylene (PP) pipe product that is prequalified under the AASHTO National Transportation Product Evaluation Program (NTPEP). Only products from suppliers whose manufacturing plant and PP pipe products comply with this specification shall be placed by the Contractor. The current list of plants and PP pipe products that meet these requirements is located at: www.ntpep.org. The Contractor shall use plants listed as compliant and a size listed in the NTPEP reports on PP Thermoplastic Pipe. Every Certificate of Compliance (COC) on each diameter PP pipe product delivered to the project shall include a statement that the product has been manufactured at a NTPEP inspected plant, has been tested by NTPEP, has a NTPEP product number, and is currently on the NTPEP website. The COC shall confirm that the supplied pipe meets the applicable specification limits in subsection 712.13. Manufacturers shall remain acceptable to CDOT as long as the results of verification samples and performance in the field are satisfactory. Any changes in the PP pipe formulation will require re-submittal for prequalification testing by NTPEP.

(d) *Steel Reinforced Polyethylene (SRPE).* SRPE pipe shall be AASHTO MP 20 ribbed pipe for nominal pipe sizes 12 to 60 inches with the following exceptions:

- (1) Nominal pipe sizes 30 to 60 inches are acceptable; nominal pipe sizes 12 to 27 inches will not be accepted.

1
 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.

2
 REVISION OF SECTIONS 627 AND 708
 PAVEMENT MARKING PAINT

(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, orASTM 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
 RETROREFLECTIVE SIGNS 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

- 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.

1
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.

July 28, 2011

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.

1
REVISION OF SECTION 712
GEOTEXTILES

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

In subsection 712.08, delete the third and fourth paragraphs and replace with the following:

Physical requirements for all geotextiles shall conform to the requirements of AASHTO M-288. Materials shall be selected from the New York Department of Transportation's Approved Products List of Geosynthetic materials that meet the National Transportation Product Evaluation Program (NTPEP) and AASHTO M-288 testing requirements. The current list of products that meet these requirements is located at:

www.dot.ny.gov

The Geotextile Approved Products List may be accessed by clicking on the following tabs once on the NYDOT site to:

- (1) A To Z Site Index
- (2) Approved List
- (3) Approved Products
- (4) Materials and Equipment
- (5) Geosynthetics for Highway Construction
- (6) Geotextiles

In subsection 712.08, delete Table 712-2 and replace with the following

2
 REVISION OF SECTION 712
 GEOTEXTILES

Table 712-2
TYPICAL VALUES OF PERMEABILITY COEFFICIENTS¹

Turbulent Flow	Particle Size Range Millimeters (inches)		Effective Size	Permeability Coefficient k cm/s
	D max	D min	D 20 mm (inches)	
Derrick STONE	3000 (120)	900 (36)	1200 (48)	100
One-man STONE	300 (12)	100 (4)	150 (6)	30
Clean, fine to coarse GRAVEL	80 (3)	10 (1/4)	13 (1/2)	10
Fine, uniform GRAVEL	8 (3/8)	1.5 (1/16)	3 (1/8)	5
Very coarse, clean, uniform SAND	3 (1/8)	0.8 (1/32)	1.5 (1/16)	3
Laminar Flow				
Uniform, coarse SAND	2 (1/8)	0.5 (1/64)	0.6	0.4
Uniform, medium SAND	0.5	0.25	0.3	0.1
Clean, well-graded SAND & GRAVEL	10	0.05	0.1	0.01
Uniform, fine SAND	0.25	0.05	0.06	40 x 10 ⁻⁴
Well-graded, silty SAND & GRAVEL	5	0.01	0.02	4 x 10 ⁻⁴
Silty SAND	2	0.005	0.01	1.0 x 10 ⁻⁴
Uniform SILT	0.05	0.005	0.006	0.5 x 10 ⁻⁴
Sandy CLAY	1.0	0.001	0.002	0.05 x 10 ⁻⁴
Silty CLAY	0.05	0.001	0.0015	0.01 x 10 ⁻⁴
CLAY (30% to 50% clay sizes)	0.05	0.0005	0.0008	0.001 x 10 ⁻⁴
Colloidal CLAY (-2 µm 50%)	0.01	10	40	10 ⁻⁹
¹ Basic Soils Engineering, R.K. Hough, 2nd Edition, Ronald Pess Co.; 1969, Page 76. Note: Since the permeability coefficient of the soil will be unknown in most non-critical, non-severe applications for erosion control and drainage, the soil-permeability coefficients listed in Table 712-2 may be used as a guide for comparing the permeability coefficient of the fabric with that of the in-place soil				

February 3, 2011

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.

1
 REVISION OF SECTION 713
 EPOXY PAVEMENT MARKING

Section 713 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 713.17 and replace with the following:

713.17 Epoxy Pavement Marking Material. Only epoxy pavement marking material that is on the Department's Approved Products List may be used. Batches or lots of approved products will be accepted on the project by certified test report (CTR). The CTR shall confirm that the material meets all CDOT requirements and is the same material that was preapproved in the product evaluation process.

- (a) *Formulation.* Epoxy pavement marking material shall be a two component, 100 percent solids, material formulated to provide simple volumetric mixing ratio of two volumes of component A and one volume of component B unless otherwise recommended by the material manufacturer.
- (b) *Composition.* The component A of both white and yellow shall be within the following limits:

Resin / Pigment Components (% by Weight)

Pigment	WHITE:	YELLOW:
TiO ₂ , ASTM D476, Type II	18-25	10-17
Organic Yellow		6-10
Epoxy Resin	75-82	73-84

The pigment for yellow epoxy shall contain no lead or other material such that the cured epoxy could be considered a hazardous waste under EPA or CDPHE regulations. The Contractor shall submit to the Engineer a manufacturer's certification of compliance with this requirement.

- (c) *Epoxide Number.* The epoxy number of the epoxy resin shall be the manufacturers target value ± 50 as determined by ASTM D 1652 for white and yellow component A on pigment free basis.
- (d) *Amine Number.* The amine number on the curing agent (component B) shall be the manufacturers target value ± 50 per ASTM D 2071.
- (e) *Toxicity.* Upon heating to application temperature, the material shall not produce fumes which are toxic or injurious to persons or property.
- (f) *Color.* The epoxy material, without drop-on beads, shall correspond following requirements:

White – Federal Standard No.595B-17925. The Yellowness Index (YI) of white shall not exceed 8.0 per ASTM E-313-10 initially.

After 72 QUV exposure per ASTM G-154 with a UVA-340 Lamp at an irradiance of 0.89 W/m²/nm with alternating cycles of 4 hours U.V @ 140° F, and 4 hours humidity @ 122°F the YI shall not exceed 20 when measured per ASTM E-313.

The YI, after 500-hour QUV testing as above, shall not exceed 35.

Yellow –Materials for pavement markings shall meet the initial daytime chromaticity that fall within the box created by the following corner points:

Initial Daytime Chromaticity Coordinates (Corner Points)

	1	2	3	4
x	0.530	0.510	0.455	0.472
y	0.456	0.485	0.444	0.400

After 72-hour QUV exposure per ASTM G-154 with a UVA-340 Lamp at an irradiance of 0.89 W/m²/nm with alternating cycles of 4 hours U.V @ 140° F, and 4 hours humidity @ 122°F the Yellow shall fall within the initial chromaticity coordinates stated above.

2
REVISION OF SECTION 713
EPOXY PAVEMENT MARKING

- (g) *Drying Time.* The epoxy pavement marking material shall have a setting time to a no-tracking condition of not more than 25 minutes at a temperature of 73°F and above.
- (h) *Curing.* The epoxy material shall be capable of fully curing under the constant surface temperature condition of 35°F and above.
- (i) *Adhesion to Concrete.* The catalyzed epoxy pavement marking material, when tested according to ACI Method 503, shall have such a high degree of adhesion to the specified (4000 psi minimum) concrete surface that there shall be a 100 percent concrete failure in the performance of this test
- (j) *Hardness.* The epoxy pavement marking materials, when tested according to ASTM D 2240, shall have a minimum Shore D Hardness value of 80. Samples shall be allowed to cure at room temperature, 75 ± 2 °F for a minimum of 72 hours and a maximum of 168 hours prior to performing the indicated test.
- (k) *Abrasion Resistance.* The abrasion resistance shall be evaluated on Taber Abrader with a 1000 gram load and CS-17 wheels. The duration of the test shall be 1000 cycles. The wear index shall be calculated based on ASTM test method C-501 and the wear index for the catalyzed material shall not be more than 80. The tests shall be run on cured samples of material which have been applied at film thickness of $15 \pm \frac{1}{2}$ mils to code S-16 stainless steel plates. The samples shall be allowed to cure at 75 ± 2 °F for a minimum of 72hours prior to performing the indicated tests.
- (l) *Tensile Strength.* When tested according to ASTM D 638, the epoxy pavement marking materials shall have a tensile strength of not less than 6000 psi. The Type IV Specimens shall be cast in a suitable mold and pulled at the rate of $\frac{1}{4}$ inch per minute by a suitable dynamic testing machine. The samples shall be allowed to cure at room temperature (75 ± 2 °F) for a minimum of 72 hours and a maximum of 168 hours prior to performing the indicated tests.
- (m) *Compressive Strength.* When tested according to ASTM D 695, the catalyzed epoxy pavement marking materials shall have a compressive strength of not less than 12,000 psi. The cast sample shall be conditioned at room temperature, 75 ± 2 °F, for a minimum of 72 hours and a maximum of 168 hours prior to performing the tests. The rate of compression of these samples shall be no more than $\frac{1}{4}$ inch per minute.

Lower Little Salt Wash Riverfront Trail Connection
Project Number: STE M505-006 (18643)

November 6, 2014

REVISION OF SECTION 713
SIGN PANELBACKGROUNDS

Section 713 of the Standard Specifications is hereby revised for this project as follows:

In subsection 713.04, delete the third paragraph and replace with the following:

The aluminum sign blanks shall receive a chemical treatment conforming to ASTM B 449, Class 2 or ASTM B921 prior to placement of reflective sheeting.

AFFIRMATIVE ACTION REQUIREMENTS
 EQUAL EMPLOYMENT OPPORTUNITY

A. AFFIRMATIVE ACTION REQUIREMENTS

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

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

Goals and Timetable for Minority Utilization

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

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

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

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

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

B. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

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

1. As used in these Specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes;
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractor toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance Programs Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following;
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

- 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.

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

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).

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

C. SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES.

1. *General.*

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

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

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

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

4. *Dissemination of Policy.*

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

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

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- (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.
 - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.
- b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:
- (1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. *Recruitment.*

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

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

- c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

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

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

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- b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of his avenues of appeal.

7. *Training and Promotion.*

- a. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.
- c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. *Unions.* If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women with the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.

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- d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the State highway agency.

9. *Subcontracting.*

- a. The Contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.
- b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. *Records and Reports.*

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

1. Overview

The Disadvantaged Business Enterprise (DBE) Program is a federally-mandated program that seeks to ensure non-discrimination in the award of U.S. Department of Transportation(DOT)-assisted contracts and to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts. To such end, CDOT sets a contract goal for DBE participation for each DOT-assisted Contract.

In order to be awarded the Contract, the bidder shall show that it has committed to DBE participation sufficient to meet the goal or has otherwise made good faith efforts to do so. CDOT will amend the goal prior to award if the lowest apparent bidder demonstrates that good faith efforts were made but sufficient commitments to meet the goal could not be obtained.

CDOT will monitor the progress of the Contractor throughout the project to ensure that the Contractor's DBE commitments are being fulfilled. Modifications to the commitments must be approved by CDOT. CDOT may withhold payment or seek other contractual remedies if the Contractor is not complying with the requirements of this special provision. Upon completion of the Contract, CDOT may reduce the final payment to the Contractor if the Contractor has failed to fulfill the commitments or made good faith efforts to meet the contract goal.

For general assistance regarding the DBE program and compliance, contact CDOT's Civil Rights and Business Resource Center (CRBRC) at (303)757-9234. For project specific issues, contact the Engineer.

All forms referenced herein can be found on the CDOT website in the forms library:

<http://www.coloradodot.info/library/forms/cdot-forms-by-number>

2. Contract Assurance

By submitting a proposal for this Contract, the bidder agrees to the following assurance and shall include it verbatim in all (including non-DBE) subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CDOT deems appropriate.

3. Definitions

Terms not defined herein shall have the meaning provided in the CDOT Standard Specifications for Road and Bridge Construction.

- A. *Commitment.* A commitment is a portion of the Contract, identified by dollar amount and work area, designated by the bidder or Contractor for participation by a particular DBE. Commitments are submitted to CDOT via Form 1414, Anticipated DBE Participation Plan, or via Form 1420, DBE Plan Modification Request. Once approved, commitments are obligations of the Contract that are enforceable by CDOT.
- B. *Commercially Useful Function (CUF).* Responsibility for the execution of the work and carrying out such responsibilities by actually performing, managing and supervising the work as further described in Section 8 below.

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- C. *Contract Goal.* The percentage of the contract designated by CDOT for DBE participation. The contract goal for this contract is provided in the Project Special Provision Disadvantaged Business Enterprise Contract Goal.
- (1) The bidder/Contractor shall make good faith efforts to fulfill the contract goal with eligible DBE participation. For determining whether the contract goal was met prior to award, the contract goal shall be based upon the proposal amount excluding force account items. For determining whether the contract goal was met during and upon completion of the project, the contract goal shall be based upon the total earnings amount.
 - (2) If the lowest apparent bidder demonstrates that it was unable to meet the contract goal but made good faith efforts to do so, the contract goal will be amended and the revised contract goal will be provided on Form 1417, Approved DBE Participation Plan.
- D. *Disadvantaged Business Enterprise (DBE).* A Colorado-certified Disadvantaged Business Enterprise listed on the Colorado Unified Certification Program (UCP) DBE Directory at www.coloradodbe.org.
- E. *DBE Program Manual.* The manual maintained by the CRBRC which details CDOT's policies and procedures for administering the DBE program. A copy of the DBE Program Manual is available on the CRBRC webpage.
- F. *Eligible Participation.* Work by a DBE that counts toward fulfillment of the contract goal as described in Section 4 below.
- G. *Good Faith Efforts.* All necessary and reasonable steps to achieve the contract goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if not fully successful. Good faith efforts are evaluated prior to award and throughout performance of the Contract. For guidance on good faith efforts, see 49 CFR Part 26, Appendix A.
- H. *Joint Check.* A check issued by the Contractor or one of its subcontractors to a DBE firm and a material supplier or other third party for materials or services to be incorporated into the work.
- I. *Reduction.* A reduction occurs when the Contractor reduces a commitment to a DBE. A reduction constitutes a partial termination.
- J. *Subcontractor.* An individual, firm, corporation or other legal entity to whom the Contractor sublets part of the Contract. For purposes of this special provision, the term subcontractor includes suppliers.
- K. *Substitution.* Substitution occurs when a Contractor seeks to find another DBE to perform work on the contract as a result of a reduction or termination.
- L. *Termination.* A termination occurs when a Contractor no longer intends to use a DBE for fulfillment of a commitment.
- M. *Total Earnings Amount:* Amount of the Contract earned by the Contractor, including approved changes and approved force account work performed, but not including any deductions for liquidated damages, price reduced material, work time violations, overweight loads or liens. The amount of the Contract earned does not include plan force account items (i.e. OJT, pavement incentives, etc).
- N. *Work Code.* A code to identify the work that a DBE is certified to perform. A work code includes a six digit North American Industry Classifications System code plus a descriptor. Work codes are listed on a firm's profile on the UCP DBE Directory. The Contractor may contact the CRBRC to receive guidance on whether a work code covers the work to be performed.

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4. Eligible Participation

The following rules will be used to determine whether work performed by a DBE qualifies as eligible participation on the Contract:

- A. *Work Must be Identified in Commitment.* The work performed by the DBE must be reasonably construed to be included in the work area and work code identified by the Contractor in the approved commitment.
- (1) If the Contractor intends to use a DBE for work that was not listed in the commitment, the Contractor shall submit Form 1420, DBE Participation Plan Modification for approval of the modification. Unapproved work will not count toward the contract goal.
 - (2) A DBE commitment cannot be modified to include work for which the DBE was not certified at the time of the approval of the original commitment.
- B. *DBE Must be Certified to Perform the Work.* The DBE must be certified to perform the work upon submission of the commitment and upon execution of the DBE's subcontract.
- (1) When a commitment has been made, but upon review of Form 205 or 205B, Sublet Permit, CDOT determines that the DBE is no longer certified in the work code which covers the work to be performed, the Contractor may not use the DBE's participation toward the contract goal. The Contractor shall terminate the DBE commitment and seek substitute DBE participation in accordance with Section 9 below.
 - (2) A DBE's work will continue to count as eligible participation if the DBE was certified upon approval of Form 205 or 205B, Sublet Permit and the certification status changes during the performance of the work.
 - (3) Suppliers must be certified upon execution of the purchase order.
- C. *DBE Performs the Work.* Eligible participation will only include work actually performed by the DBE with its own forces.
- (1) Work performed by the DBE includes the cost of supplies and materials obtained by the DBE for its work on the Contract, including any equipment leased by the DBE, provided that such supplies or equipment are not purchased or leased from the Contractor or a subcontractor that is subletting to the DBE.
 - (2) If CDOT determines that a DBE has not performed a CUF on the project, no participation by such DBE shall count toward the contract goal.
- D. *DBE Subcontracts to Another Firm.* When a DBE subcontracts part of the work, the value of the subcontracted work may only be counted toward the goal if the subcontractor is a DBE. Performance by non-DBE subcontractors, including non-DBE trucking firms and owner-operators, shall be deducted from the DBE's participation.
- E. *DBE Received Payment for the Work.* Eligible participation only includes work for which the DBE has received payment, including the release of its retainage.
- F. *Special Calculations for Suppliers.* When a DBE supplies goods on a project, the DBE may be classified as a manufacturer, dealer or broker. The DBE's status as a manufacturer, dealer or broker is determined on a contract-by-contract basis and is based upon the actual work performed.
- (1) When a DBE is deemed to be acting as a manufacturer, one hundred percent of the commitment will count as eligible participation.

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- (2) When a DBE is deemed to be acting as a regular dealer (i.e. non-manufacturer supplier), only sixty percent of the commitment will count as eligible participation.
- (3) When a DBE is deemed to be acting as a broker, only the reasonable brokerage fee will count as eligible participation.
- G. *Reasonable Fee for Contract-Specific Services.* Services shall count toward the contract goal only if they are specifically required for the performance of the Contract. Non-contract specific expenses may not be counted toward the contract goal. Fees for services must be reasonable. Services include but are not limited to professional services, public involvement, etc. In the case of temporary employment placement agencies, only the placement fee for an individual to be specifically and exclusively used for work on the contract shall count as eligible participation.
- H. *Pre-Approval for Joint Venture Participation.* When a DBE is a participant in a joint venture, the DBE must apply to CDOT to determine how much of the work performed by the joint venture will count toward the contract goal. The DBE shall complete Form 893, Information for Determining DBE Participation when a Joint Venture Includes a DBE. Form 893 shall be submitted to CDOT no less than ten days before the submission of the Proposal to ensure sufficient time for review.

5. Proposal Requirements

In order to be eligible for award, the following shall be submitted with the proposal, or, for electronic bidders, via email to cdot_hq_dbefirms@state.co.us by the proposal submission deadline. In order to avoid an error within the electronic bidding system, electronic bidders shall also enter the total percentage of anticipated eligible DBE participation into the Form 714 and electronically sign the form.

- A. *Form 1413, Bidders List.* The bidder shall list each subcontractor (including both DBE and non-DBE subcontractors) that submitted a quote for participation on the project. Failure to submit a signed Form 1413 will result in rejection of the proposal.
- B. *Form 1414, Anticipated DBE Participation Plan.* If the Contract Goal is greater than zero, the bidder shall submit Form 1414 to document anticipated DBE participation.
- (1) If the Bidder has not obtained any DBE commitments, it shall still submit Form 1414 documenting zero anticipated participation. If the Contract Goal is greater than zero, failure to submit a signed Form 1414 shall result in rejection of the proposal.
- (2) The bidder shall list the DBE, work area(s), commitment amount and estimated eligible participation for each commitment. Once Form 1414 is submitted, a commitment may only be terminated or reduced in accordance with Section 9 below. The bidder is responsible for ensuring that commitments, and the estimated eligible participation resulting therefrom, have been properly calculated prior to submitting its proposal.
- (3) If the bidder is a DBE, the bidder must include itself in Form 1414 and list the work area(s) and amount that it intends to self-perform and count as eligible participation on the contract.
- (4) Commitments may be made to second tier or lower DBE subcontractors; however, the Contractor is ultimately responsible for the fulfillment of the commitment and shall sign the Form 1415, Commitment Confirmation.

6. Additional Forms Due Prior to Award.

If the contract goal is greater than zero, or if the bidder has voluntarily made commitments, the Bidder shall submit the following forms within five calendar days of selection as the lowest apparent bidder:

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- A. *Form 1415, Commitment Confirmation.* A Form 1415, Commitment Confirmation shall be obtained from each DBE listed on Form 1414. The bidder shall complete Section 1 and the DBE shall complete Section 2 of Form 1415. Form 1415s shall be consistent with the commitments listed on Form 1414. The bidder shall not modify commitments listed on Form 1414 without good cause and approval from CDOT. The bidder shall contact CDOT if any issues arise which may require the bidder to alter or terminate a commitment.
- B. *Form 1416, Good Faith Effort Report.* If the total eligible participation listed on Form 1414 does not meet the contract goal, the lowest apparent bidder shall also submit Form 1416, Good Faith Effort Report and any supporting documentation that the bidder would like considered by CDOT as evidence of good faith efforts.

7. Commitment and Good Faith Effort Review

- A. *Commitment Review.* CDOT will evaluate the Form 1414 and each Form 1415 to ensure that the commitment is valid and has been properly calculated. CDOT may investigate or request additional information in order to confirm the accuracy of a commitment. If CDOT determines that the total estimated eligible participation of the commitments does not meet the contract goal, within two business days of notice from CDOT or within the original five calendar day deadline, whichever is later, the bidder shall submit Form 1416 to CDOT.
- B. *Good Faith Effort Review.* If the total eligible participation of Form 1414 and all supporting Form 1415s does not meet the contract goal, CDOT will review Form 1416 and all supporting documentation submitted by the bidder in order to determine whether the bidder has demonstrated good faith efforts to obtain DBE participation. CDOT will use 49 CFR Part 26, Appendix A as a guide for determining whether the bidder made good faith efforts to meet the contract goal. A bidder will be deemed to not have made good faith efforts if the bidder lists a DBE for a work area for which the DBE is not certified and the bidder cannot establish a reasonable basis for its determination. CDOT may consider and approve commitments made after submission of the bid if the Bidder demonstrates that (1) good faith efforts were made prior to submission of the bid and (2) there is a reasonable justification for not obtaining the commitments prior to submission of the bid.
- C. *Administrative Reconsideration.* If CDOT determines that the bidder did not demonstrate good faith efforts to meet the contract goal, it will provide the bidder with written notice of its determination and an opportunity to appeal. The process for reconsideration is set forth in the *Good Faith Effort Appeal Process*, which is an Appendix I to the DBE Program Manual. A copy of the *Good Faith Effort Appeal Process* will be included in the written notice from CDOT.
- D. *Form 1417, Approved DBE Participation Plan.* If CDOT determines that the bidder has met the contract goal or made good faith efforts to do so, CDOT will issue Form 1417, Approved DBE Participation Plan, documenting the approved commitments. If CDOT determines that the bidder did not meet the contract goal but made good faith efforts to do so, via the Form 1417 CDOT will amend the contract goal in accordance with the commitments that were obtained and attach an explanation of its determination.

8. Ongoing Oversight of DBE Participation

- A. *Consistency Review.* CDOT will review Form 205 or 205B, Sublet Permit Application to determine whether the work being sublet is consistent with the DBE commitments. CDOT may withhold approval of the sublet or stop performance of the work if the Contractor has reduced, terminated, or otherwise modified the type or amount of work to be performed by a DBE without seeking prior approval.
- B. *Form 1419, DBE Participation Report.* The Contractor shall submit Form 1419, DBE Participation Report to the Engineer on a quarterly basis (January 15, April 15, July 15, and October 15) and upon completion of the Contract. CDOT may withhold progress payments if the quarterly Form 1419 is not received on time. CDOT will not provide final payment on the Contract in accordance with subsection 109.09 of

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CDOT's *Standard Specifications for Road and Bridge Construction* until the final Form 1419 has been reviewed and approved.

- C. *Joint Checks.* All joint checks must be approved by CDOT before they are used in payment to a DBE. Joint checks used in payments to DBEs will be monitored closely to ensure (1) the DBE is performing a CUF and (2) the joint checks are not being used in a discriminatory manner. The Contractor shall request approval for the use of a joint check in a written letter signed by the DBE and the Contractor, stating the reason for the joint checks and the approximate number of checks that will be needed.
- D. *Commercially Useful Function.* CDOT will monitor performance during the Contract to ensure each DBE is performing a CUF. If CDOT determines that a DBE is not performing a CUF, no work performed by such DBE shall count as eligible participation. The DBE, Contractor, and any other involved third parties may also be subject to additional enforcement actions.
- (1) When determining whether a DBE is performing a CUF, CDOT will consider the amount of work subcontracted, industry practices, the amount the firm is to be paid compared to the work performed and eligible participation claimed, and any other relevant factors.
 - (2) With respect to material and supplies used on the Contract, in order to perform a CUF the DBE must be responsible for negotiating price, determining quality and quantity, ordering the material, installing the material, if applicable, and paying for the material itself.
 - (3) With respect to trucking, in order to perform a CUF, the DBE trucking firm must own and operate at least one fully licensed, insured and operational truck used on the Contract. Additionally, the DBE trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the Contract.
 - (4) A DBE does not perform a CUF when its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation. CDOT will evaluate similar transactions involving non-DBEs in order to determine whether a DBE is an extra participant.
 - (5) If a DBE does not perform or exercise responsibility for at least 30percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved, CDOT will presume that the DBE is not performing a CUF. The DBE may present evidence to rebut this presumption.
 - (6) If the Contractor disagrees with CDOT's determination regarding CUF, in accordance with 49 CFR 26.55 the Contractor may seek review of the determination by the applicable USDOT operating administration, however, CUF determination is not subject to administrative appeal.

9. DBE Participation Plan Modifications

- A. *Form 1420, DBE Participation Plan Modification Request.* During the performance of the Contract, the Contractor shall use Form 1420, DBE Participation Plan Modification Request to communicate all requests for *termination*, reduction, substitution, and waivers to CDOT. One Form 1420 may include multiple requests and must be submitted at the time of the occurrence or, if that is not possible, within a reasonable time of the occurrence requiring termination, reduction, substitution or waiver.
- B. *Commitment Terminations and Reductions.* No commitment shall be terminated or reduced without CDOT's approval. Terminations and reductions include, but are not limited to, instances in which a Contractor seeks to *perform* work originally designated for a DBE subcontractor with its own forces, those of an affiliate, a non-DBE firm or with another DBE firm. In order to receive approval, the Contractor shall:

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- (1) Have good cause for termination or reduction. Good cause may include:
 - (i) the DBE fails or refuses to execute a written contract;
 - (ii) the DBE fails or refuses to perform the work of its subcontract consistent with normal industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Contractor or one of its subcontractors;
 - (iii) the DBE fails to meet reasonable, nondiscriminatory bond requirements;
 - (iv) the DBE becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - (v) the DBE is ineligible to work because of suspension or debarment proceedings or other state law;
 - (vi) the DBE is not a responsible contractor;
 - (vii) the DBE voluntarily withdraws from the project and provides written notice to CDOT,
 - (viii) the DBE is ineligible to receive DBE credit for the work required;
- (ix) the DBE owner dies or becomes disabled and is unable to complete the work;
 - (x) the DBE ceases business operations or otherwise dissolves;
 - (xi) or other documented good cause that compels termination. Good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.
- (2) Provide the DBE notice of the Contractor's intent to terminate or reduce the commitment and the reason for such termination or reduction, with a copy to CDOT;
- (3) In the notice of intent, provide the DBE at least five calendar days to respond to the notice and inform CDOT and the Contractor of the reasons, if any, why it objects to the proposed termination or reduction and any reasons that it shall not be approved. The Contractor is not required to provide the five calendar days written notice in cases where the DBE in question has provided written notice that it is withdrawing from the subcontract or purchase order. The notice period may be reduced by CDOT if required by public necessity.
- (4) Following the notice period, if the Contractor decides to proceed, submit Form 1420 requesting approval of the termination or reduction.
- (5) When a commitment is terminated or reduced (including when a DBE withdraws), make good faith efforts to find another DBE to substitute. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the participation that was terminated or reduced up to the contract goal.

C. *Contract Changes.* In the event of a contract change:

- (1) If CDOT eliminates or reduces work committed to a DBE, such change shall be considered good cause for termination or reduction in accordance with Section 9.B above. The Contractor shall follow the processes outlined in Section 9.B but is not required to substitute. If the change

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reduces the Contractor's DBE participation to below the contract goal, the Contractor shall indicate so on a Form 1420 and request a waiver of the unmet participation.

- (2) If CDOT issues a change which increases or adds new work items, the Contractor shall ensure that it has obtained sufficient DBE participation to meet the Contract Goal, or has made good faith efforts to do so.

D. *Process for Substitution or Increase in Participation to Meet the Contract Goal.* When the Contractor must obtain additional DBE participation to meet the Contract Goal, whether resulting from an approved termination or reduction or a change to the Contract, the Contractor shall:

- (1) Increase the participation of a DBE for any work items previously identified in an approved commitment without seeking CDOT approval; provided, however, that at its discretion, CDOT may request a Form 1420 documenting such additional participation; or
- (2) If the Contractor needs to add new work to a commitment or obtain additional participation from a DBE that is not already participating on the contract pursuant to an approved commitment, submit a Form 1420 and Form 1415 requesting approval of the additional participation; or
- (3) If the Contractor determines that additional DBE participation cannot be obtained, submit a Form 1420 requesting waiver of the participation. The Contractor shall include its justification for not obtaining additional participation and, at its discretion, CDOT may require additional information regarding the efforts of the Contractor.

10. Payment Reduction

The Contractor's retainage will not be released until CDOT has determined whether the Contractor will be subject to a payment reduction. Payment reductions will be calculated as follows:

- A. *Failure to Fulfill Commitments.* If the Contractor terminated or reduced a commitment, the Contractor will be subject to a payment reduction for any termination or reduction which was not approved via a Form 1420.
- B. *Failure to Meet Contract Goal.* If the Contractor failed to meet the contract goal, the Contractor will be subject to a payment reduction for the portion of the contract goal that was not met and was not waived via an approved Form 1420.
- C. *Duplication.* The contractor will not be subject to duplicate reduction for the same offense.
- D. *Adjustments.* CDOT may adjust the payment reduction wherein the Contractor demonstrates that its failure to obtain DBE participation was due to circumstances outside of its control.

11. Other Enforcement

- A. *Investigations.* As it determines necessary, CDOT may conduct reviews or investigations of participants. All participants, including, but not limited to, DBE firms and applicants for DBE certification, complainants,

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and contractors using DBE firms to meet contract goals, are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information.

- B. *Intimidation and retaliation.* Participants shall not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by the DBE program or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the DBE program.
- C. *Consequences of Non-Compliance.* Failure to comply with subsections 11 A. or 11 B. shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).
- D. *Fraud and Misrepresentation.* If CDOT determines that a Contractor or subcontractor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by CDOT to be unallowable, or if the Contractor engages in repeated violations, falsification or misrepresentation, CDOT may:
- (1) refuse to count any fraudulent or misrepresented DBE participation;
 - (2) withhold progress payments to the Contractor commensurate with the violation;
 - (3) suspend or reduce the Contractor's prequalification status;
 - (4) refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; or
 - (5) seek any other available contractual remedy.

Decision Nos. CO150024 dated January 02, 2015 supersedes Decision Nos. CO140024 dated January 03, 2014. 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.		Modifications			ID
		<u>MOD Number</u>	<u>Date</u>	<u>Page Number(s)</u>	
General Decision No. CO150024 applies to the following counties: Larimer, Mesa, and Weld counties.					
General Decision No. CO150024 The wage and fringe benefits listed below reflect collectively bargained rates.					
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod	
	POWER EQUIPMENT OPERATOR:				
	Drill Rig Caisson				
1714	Smaller than Watson 2500 and similar	24.73	9.15		
1715	Watson 2500 similar or larger	25.04	9.15		
	Oiler				
1716	Weld	24.88	9.15		
The wage and fringe benefits listed below do not reflect collectively bargained rates.					
	CARPENTER:				
1717	Excludes Form Work	20.72	5.34		
	Form Work Only				
1718	Larimer, Mesa	18.79	3.67		
1719	Weld	16.54	3.90		
	CEMENT MASON/CONCRETE FINISHER:				
1720	Larimer	16.05	3.00		
1721	Mesa	17.53	3.00		
1722	Weld	17.48	3.00		
	ELECTRICIAN:				
	Excludes Traffic Signalization				
1723	Weld	33.45	7.58		
	Traffic Signalization				
1724	Weld	25.84	6.66		

General Decision No. CO150024				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	FENCE ERECTOR:			
1725	Weld	17.46	3.47	
	GUARDRAIL INSTALLER:			
1726	Larimer, Weld	12.89	3.39	
	HIGHWAY/PARKING LOT STRIPING:			
	Painter			
1727	Larimer	14.79	3.98	
1728	Mesa	14.75	3.21	
1729	Weld	14.66	3.21	
	IRONWORKER:			
	Reinforcing (Excludes Guardrail Installation)			
1730	Larimer, Weld	16.69	5.45	
	Structural (Excludes Guardrail Installation)			
1731	Larimer, Weld	18.22	6.01	
	LABORER:			
	Asphalt Raker			
1732	Larimer	18.66	4.66	
1733	Weld	16.72	4.25	
1734	Asphalt Shoveler	21.21	4.25	
1735	Asphalt Spreader	18.58	4.65	
1736	Common or General	16.29	4.25	
1737	Concrete Saw (Hand Held)	16.29	6.14	
1738	Landscape and Irrigation	12.26	3.16	
1739	Mason Tender - Cement/Concrete	16.29	4.25	
	Pipelayer			
1740	Larimer	17.27	3.83	
1741	Mesa, Weld	16.23	3.36	
1742	Traffic Control (Flagger)	9.55	3.05	

General Decision No. CO150024				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	LABORER (con't):			
	Traffic Control (Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags), (Excludes Flaggers)			
1743	Larimer, Weld	12.43	3.22	
1744	PAINTER (Spray Only)	16.99	2.87	
	POWER EQUIPMENT OPERATOR:			
	Asphalt Laydown			
1745	Larimer	26.75	5.39	
1746	Mesa, Weld	23.93	7.72	
1747	Asphalt Paver	21.50	3.50	
	Asphalt Roller			
1748	Larimer	23.57	3.50	
1749	Mesa	24.25	3.50	
1750	Weld	27.23	3.50	
	Asphalt Spreader			
1751	Larimer	25.88	6.80	
1752	Mesa, Weld	23.66	7.36	
	Backhoe/Trackhoe			
1753	Larimer	21.46	4.85	
1754	Mesa	19.81	6.34	
1755	Weld	20.98	6.33	
	Bobcat/Skid Loader			
1756	Larimer	17.13	4.46	
1757	Mesa, Weld	15.37	4.28	
1758	Boom	22.67	8.72	
	Broom/Sweeper			
1759	Larimer	23.55	6.20	
1760	Mesa	23.38	6.58	
1761	Weld	23.23	6.89	

General Decision No. CO150024				
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):			
	Bulldozer			
1762	Larimer, Weld	22.05	6.23	
1763	Mesa	22.67	8.72	
1764	Crane	26.75	6.16	
	Drill			
1765	Larimer, Weld	31.39	0.00	
1766	Mesa	35.06	0.00	
1767	Forklift	15.91	4.68	
	Grader/Blade			
1768	Larimer	24.82	5.75	
1769	Mesa	23.42	9.22	
1770	Weld	24.53	6.15	
1771	Guardrail/Post Driver	16.07	4.41	
1772	Loader (Front End)			
1773	Larimer	20.45	3.50	
1774	Mesa	22.44	9.22	
1775	Weld	23.92	6.67	
	Mechanic			
1776	Larimer	27.68	4.57	
1777	Mesa	25.50	5.38	
1778	Weld	24.67	5.68	
	Oiler			
1779	Larimer	24.16	8.35	
1780	Mesa	23.93	9.22	
	Roller/Compactor (Dirt and Grade Compaction)			
1781	Larimer	23.67	8.22	
1782	Mesa, Weld	21.33	6.99	

General Decision No. CO150024				
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.):			
	Rotomill			
1783	Larimer	18.59	4.41	
1784	Weld	16.22	4.41	
	Scraper			
1785	Larimer	21.33	3.50	
1786	Mesa	24.06	4.13	
1787	Weld	30.14	1.40	
	Screed			
1788	Larimer	27.20	5.52	
1789	Mesa	27.24	5.04	
1790	Weld	27.95	3.50	
1791	Tractor	13.13	2.95	
	TRAFFIC SIGNALIZATION:			
	Groundsman			
1792	Larimer	11.44	2.84	
1793	Mesa	16.00	5.85	
1794	Weld	16.93	3.58	
	TRUCK DRIVER:			
	Distributor			
1795	Larimer	19.28	4.89	
1796	Mesa	19.17	4.84	
1797	Weld	20.61	5.27	
	Dump Truck			
1798	Larimer	18.86	3.50	
1799	Mesa	15.27	4.28	
1800	Weld	15.27	5.27	

General Decision No. CO150024				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	TRUCK DRIVER (con't.):			
	Lowboy Truck			
1801	Larimer	18.96	5.30	
1802	Mesa, Weld	18.84	5.17	
1803	Mechanic	26.48	3.50	
	Multi-Purpose Specialty & Hoisting Truck			
1804	Larimer, Mesa	16.65	5.46	
1805	Weld	16.87	5.56	
1806	Pickup and Pilot Car	13.93	3.68	
1807	Semi/Trailer Truck	18.39	4.13	
1808	Truck Mounted Attenuator	12.43	3.22	
	Water Truck			
1809	Larimer	19.14	4.99	
1810	Mesa	15.96	5.27	
1811	Weld	19.28	5.04	

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

END OF GENERAL DECISION NO. CO150024

1
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.

2
 ON THE JOB TRAINING

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

3
ON THE JOB TRAINING

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 \$2.00 per hour worked for each apprentice or trainee working on a CDOT project and whose participation toward the OJT project goal has been approved.
18. The Contractor shall have fulfilled its responsibilities under this specification if the CDOT Regional Civil Rights Manager has determined that it has provided acceptable number of training hours.
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 $[(A \text{ hours} - B \text{ hours worked}) \times (C \text{ dollar per hour} + D \text{ fringe benefits})] = \text{Disincentives Assessed}$. 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.

RAILROAD INSURANCE

The Contractor shall carry insurance of the following kinds and amounts:

A. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE.

The Contractor shall furnish evidence to the Department that with respect to the operations the Contractor performs, the Contractor carries Contractor's Public Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence; and Contractor's Property Damage Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property in any one occurrence and subject to that limit per occurrence, a total (or aggregate) limit of Two Million Dollars (\$2,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

If any part of the work affecting railroad property or facilities is sublet, similar insurance shall be provided by or in behalf of the subcontractor(s) involved.

B. CONTRACTOR'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE.

The Contractor shall furnish evidence to the Department that with respect to the operations performed for the Contractor by subcontractors, the Contractor carries in its own behalf Contractor's Protective Public Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person a total limit of Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence; and Contractor's Protective Property Damage Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property in any one occurrence, and subject to that limit per occurrence, a total (or aggregate) limit of Two Million Dollars (\$2,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

C. RAILROAD'S PROTECTIVE LIABILITY AND PROPERTY DAMAGE INSURANCE.

In addition to the above, the Contractor shall furnish evidence to the Department that with respect to the operations the Contractor or any of its subcontractors perform, the Contractor has provided for and in behalf of the Railroad Company, and each Railroad Company when more than one is involved, Railroad Protective Public Liability and Property Damage Insurance providing for a combined single limit of Two Million Dollars (\$2,000,000.00) per occurrence with an aggregate limit of six Million Dollars (\$6,000,000.00) applying separately for each annual period for:

1. All damages arising out of bodily injuries to or death of one or more persons.
2. All damages arising out of injury to or destruction of property.

D. GENERAL.

Said policy or policies of insurance shall be deemed to comply with the requirements of this Special Provision if each of said policies contains a properly completed and executed "Railroad Protective Liability Form", reference copies of which are available from the Agreements Engineer of the Colorado Department of Transportation, 4201 East Arkansas Avenue, Denver, Colorado 80222.

Certificates of insurance required under A. and B. above, and policy or policies of Insurance required under C. above shall be furnished to the Department's Agreements Engineer for transmittal to the Railroad Company's Insurance Department.

The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance of the Department. The Railroad Company shall be furnished with the original of each policy carried in its behalf.

1
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

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

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised 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

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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

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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

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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:

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(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

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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

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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.

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with the clauses set forth in paragraphs (1.) through (4.) of this section.

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

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

**REQUIRED CONTRACT PROVISIONS
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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

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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

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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.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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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.

REQUIRED CONTRACT PROVISIONS
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**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.

SPECIAL CONSTRUCTION REQUIREMENTS
FIRE PROTECTION PLAN

- (a) *Fire Protection Plan.* Prior to start of work, the Contractor shall submit a Fire Control Plan in writing to the Engineer for approval. The plan shall include the following:
- (1) The name and contact information of a Fire Control Coordinator who shall be assigned to the project.
 - (2) A list of numbers to call in case of a fire, including 911 (or the equivalent in the area).
 - (3) A complete list, including storage locations, of all tools and equipment the Contractor will use in the event of a fire within project limits.
 - (4) Methods that will be employed if a fire is encountered or started during construction activities within the project limits.
 - (5) Specific fire prevention precautions, and the required firefighting equipment, for every activity which has the potential for starting a fire. At a minimum the plan shall address prevention planning related to use of heavy equipment, vehicles, hand tools, storage and parking areas.
 - (6) Specific precautions for fueling operations.
 - (7) Provisions for field safety meetings. The Contractor shall conduct field safety meetings (also known as toolbox or tailgate meetings) at least once per week. The Contractor shall encourage participation by all persons working at the project site. Participants shall discuss specific fire prevention precautions for construction activities.
- (b) *Equipment and Procedures.*
- (1) Fire Boxes. Fire boxes shall contain tools and equipment that shall be used exclusively for controlling or suppressing fires which occur due to construction activities on project sites. Each fire box shall contain, as a minimum, the following:
 - (1) five round-pointed shovels,
 - (2) two double-bitted axes,
 - (3) three pulaskis or mattocks, and
 - (4) two backpack pumps
 - (2) Welding. If welding at field locations is required, the welding shall be done at a location where all flammable material has been cleared away for a distance of 16 feet around the area.
 - (3) Spark Arrestors. All diesel and gasoline powered engines, both mobile and stationary, shall be equipped with serviceable spark arrestors.
 - (4) Power Saws. Each gasoline power saw shall be provided with a spark screen and a muffler in good condition. Spill-proof metal safety cans shall be used for refueling.
 - (5) Storage and Parking Areas. Batch plant areas, equipment service areas, parking areas, gas and oil drum storage areas, and explosive storage areas shall be cleared of all flammable materials for a distance of 50 feet. Small stationary engine sites shall be cleared of all flammable material for distance of 17 feet. Other mitigation methods may be used as approved by the Engineer

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SPECIAL CONSTRUCTION REQUIREMENTS
FIRE PROTECTION PLAN

- (c) *Fire Control Coordinator Responsibilities.* The Fire Control Coordinator shall:
- (1) Implement the Fire Control Plan.
 - (2) Monitor, manage, and adjust the Fire Control Plan as needed as construction work progresses.
 - (3) Document in a letter to the Engineer changes to the Fire Control Plan.
 - (4) Immediately contact firefighting authorities when a fire is started due to construction activities within project limits.
 - (5) Coordinate fire control and suppression activities until authorities arrive, including the evacuation of staff.
 - (6) When the Fire Control Coordinator cannot be on the project site, he shall designate a person who is on site to serve as the Fire Control Coordinator. The Fire Control Coordinator, or his designee, shall be on site at all times that work is being performed.
- (d) *Costs.* All costs associated with the preparation and implementation of the Plan and compliance with all fire protection provisions and requirements will not be measured and paid for separately, but shall be included in the work.

EXHIBIT G

IMMIGRATION CERTIFICATION

EXHIBIT G

NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND CERTIFICATION BY CONTRACTOR

Contractor acknowledges that Contractor has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343), and hereby **CERTIFIES** that:

1. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or
2. 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 the public contract for services;
3. The Contractor has verified or attempted to verify through participation in the basic pilot program that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the basic pilot program is discontinued;
4. The Contractor acknowledges that the Contractor is prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed;
5. If the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
 - (A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (A) of this Section 5 the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. Contractor is required to comply with any reasonable request by the State Department of Labor and Employment (“Department” herein) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

7. If Contractor violates a provision of the public contract for services required herein may terminate the contract for a breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

8. The County is obligated to notify the office of the secretary of state if a contractor violates a provision of this Addendum and the County terminates the contract for such breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the Contractor, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A contractor shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services required pursuant to Section I. An agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.

9. The Department may investigate whether a contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department shall receive complaints of suspected violations of a provision of a public contract for services (this Addendum) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Contractor is hereby notified that the Department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, *et. seq.*

Dated this _____ day of _____, 20____.

CONTRACTOR

By: _____
Name and Title

EXHIBIT H

49 CFR 26, APPENDIX A

GUIDANCE CONCERNING GOOD FAITH EFFORTS

(USED BY CDOT TO EVALUATE GFE OF
DISADVANTAGED BUSINESS ENTERPRISE GOAL)

Pt. 26, App. A

assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. If you violate this prohibition, you are in noncompliance with this part.

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35556, June 16, 2003]

APPENDIX A TO PART 26—GUIDANCE CONCERNING GOOD FAITH EFFORTS

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring *bona fide* good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types

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of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or

associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organi-

zations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Bullet Items for CDOT DBE Good Faith Effort Evaluation

1. Soliciting through all reasonable and available means the interest of all certified DBE's who have the capability to perform the work of the contract, allowing sufficient time for DBE's to respond to the solicitation, and taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved, including breaking out contract work items into economically feasible units to facilitate DBE participation.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to the solicitation.
4. Negotiating in good faith with interested DBEs, which includes selecting work for DBEs consistent with available DBE subcontractors and suppliers, taking the DBE firm's price and capabilities as well as the contract goal into consideration, and incurring reasonable additional costs to find and use DBEs.
5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
6. Making efforts to assist interested DBEs in obtaining necessary bonding, lines of credit, or insurance as required by the recipient or contractor.
7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
9. The performance of other bidders in meeting the contract goal.
10. Other demonstrations of good faith efforts.

EXHIBIT I

I-70 TEMPORARY ACCESS

TRAFFIC CONTROL PLAN

CITY OF FRUITA

Contractor: _____

City of Fruita

Project: _____

River Front Trail Construction
Access off I-70.

Method of Handling Traffic: _____

Right Lane closure with warning signs.

PREPARED BY TCT: _____

T. Russell

APPROVED BY TCS: _____

PHONE: 970-216-8420

CERTIFICATION # 199913

ISSUE DATE: 10-2-2015

EXPIRATION DATE: _____

APPROVED BY CDOT: _____

SIGNS AND DEVICES:

56: Barrels

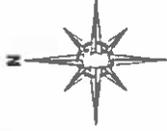
- 1: Begin Fines double (R3-9-3, R2-6)
- 1: Work Zone 55 MPH (KM4-20, R2-155)
- 1: Work Zone Do Not Pass (KM4-20, R4-1)
- 1: Right Lane Closed Ahead 2000 Feet (OW-122)
- 1: Thru Traffic Merge Left (W4-1a)
- 1: Trucks Exiting Highway
- 1: Construction Traffic Only
- 1: Trucks Entering Highway
- 1: End Fines Doubled (R2-10, R2-6)
- 1: Speed Limit 75

MUTCD 2009 REFERENCES:

- Advanced Warning Area per speed limit Table 6C-1
- Section 6C.04
- Traffic Control Zone Figure 6C-1
- Sign Size Table 6F-1

NOTES:

1. Contractor will submit CDOT Form #568, along with the rest of the CDOT permit.
2. This TCP was prepared by the City of Fruita, but will be set up and maintained by others.
3. This TCP is not to scale, measurements must be verified.
4. All Devices, shall be safely pull back to side of Interstate when construction is stopped.
5. There will be no Devices, Equipment or Machinery in the Open Travel Lanes.
6. Trucks will turn on hazard lights 1000' prior to exiting I-70.
7. All signing will be in accordance with MUTCD 2009 standards.
8. Closures shall have flashers at night necessary.
9. Field adjustments will be made as necessary.
10. This plan is for daytime use only.
11. This plan is not to scale.
12. Barrel spacing shall be 55'.
13. Sign spacing based on 75 MPH speed limit.
14. City of Fruita TCS will inspect traffic control setup during construction.



Mile Marker 19

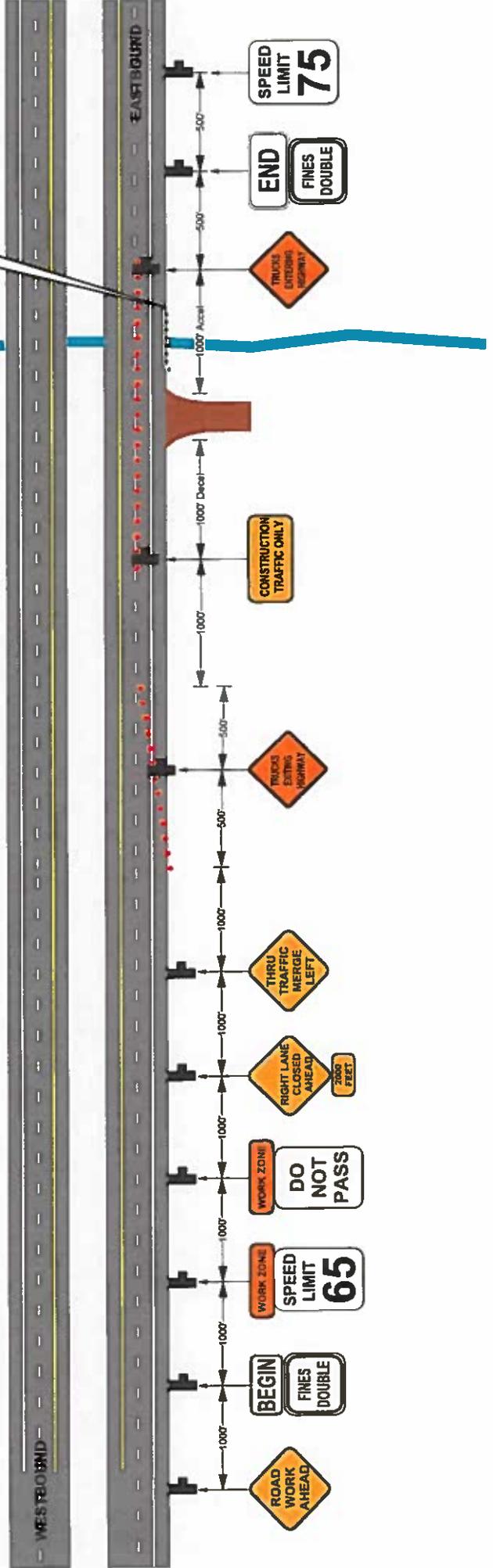


EXHIBIT J

REQUIRED CDOT FORMS

FOR BID SUBMITTAL

**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.	

