



**INVITATION FOR BID (IFB)**  
SECTIONS B1 THROUGH B30 EXPLAIN IN DETAIL THE BID REQUIREMENTS  
October 2, 2015

**Solicitation Number**

**B15-104 LJ**

CDOT PROJECT NUMBER (STE M240-094 (15540))

**SAND CREEK TRAIL CONSTRUCTION  
HANCOCK TO LAS VEGAS  
VOLUME 2**

FOR

**CITY OF COLORADO SPRINGS**

***Parks, Recreation & Cultural Services***

**PRE-BID CONFERENCE**

A Pre-bid conference is scheduled for this solicitation. See Schedule B., Paragraph B.6

**OFFERS DUE:**

**2:00 P.M., WEDNESDAY, OCTOBER 28, 2015**

Contact

**POINT OF CONTACT:**  
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**SCHEDULE F**

**SPECIAL PROVISIONS**

This section contains any Special Provisions that are applicable on the subject project. If none are listed then none are applicable. In the event there are Special Provisions listed herein, and the terminology of the Special Provisions conflicts with the terminology in the "COLORADO DEPARTMENT OF TRANSPORTION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" or the "CITY OF COLORADO SPRINGS ENGINEERING DIVISIONS STANDARD SPECIFICATIONS", latest revision, the Special Provisions listed herein will take precedence.

**8.01 DESCRIPTION OF WORK**

The work to be done by the Contractor shall consist of the work described in Section II and performing all operations necessary for the construction of this work as described in the plans and specifications, including restoration of all areas disturbed by the construction activities to a condition better than the pre-construction condition.

The Contractor shall obtain all permits and furnish all transportation, materials, tools, equipment, labor and supplies necessary to complete in a workmanlike manner the improvements as shown and specified in these documents.

The Contractor shall be responsible for verification and acceptance of the existing site conditions prior to proposing on the project. The Contractor shall notify the engineer 48 hours prior to the commencement of construction activities.

The Contractor shall be responsible for all work, whether it be performed by himself or by others under a subcontract agreement.

All work required to construct all items in this contract shall be performed in a careful and orderly manner with due consideration given to protection of adjoining property, the public and workmen. Any damage to streets, utilities, public or private property, or the bench marks and construction staking due to the negligence of the Contractor, shall be repaired and restored to its original condition by the Contractor at his expense to the satisfaction of the Engineer. It will be the Contractor's responsibility to ensure that areas not in conflict with new work are not disturbed or damaged during the construction process.

**8.02 PRECONSTRUCTION CONFERENCE**

Within 10 calendar days after issuance of the Notice of Award, or as otherwise established by the Owner and Engineer, a preconstruction conference shall be held for review of the construction schedule, Contractors list of Subcontractors and suppliers, project contracts, Traffic Control Plan with Supervisor name and telephone number and certifications, procedures for handling shop drawings, processing Applications for Payment, and other pertinent items. The Contractor (and Subcontractor) should address any construction problems which may be foreseen in the execution of the project work at the preconstruction conference.

**8.03 EROSION AND DRAINAGE CONTROL**

Contractor shall provide for the drainage of stormwater and such water as may be applied or discharged on the site in performance of the work. Drainage facilities shall be adequate to prevent damage to the work, the site and adjacent property.

The Contractor shall prevent the pollution of drains and watercourses by sanitary waste, sediment, debris or other substances resulting from this work. He shall be required to clean up and isolate such materials on a continuing basis to prevent risk of washing into such drainage ways.

**8.04 WORK HOURS**

The Contractor shall conduct normal activities between the hours of 6:00 a.m. and 9:00 p.m. Work outside that time shall be considered night work and the Contractor shall notify the City's delegated Project Manager seven working days in advance of any night work. Between 6:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m. Monday

through Friday, all work done shall be outside of the area used by the traveling public. All work shall be done behind the protection of temporary guardrail or other adequate protection as shown on the approved traffic control plans.

#### **8.05 WORK SITE RESTRICTIONS**

The Contractor shall confine the work activities to the area shown in the construction drawings. Any additional work area required within adjoining private properties must be acquired by the Contractor by written permission from the property owner. The Contractor shall restore any damage or disruption to other properties utilized in the performance of this project to an equal or better than pre-construction condition at no cost to the City. The Contractor shall hold the City harmless from any claims to damage or disruption of private property.

Contractor personnel shall not unnecessarily enter upon private property without the express written consent of the landowner. The Contractor shall provide the Engineer with a copy of the written permission. The City will be held harmless of Contractor negligence in matters of trespassing.

#### **8.06 COORDINATION WITH PROPERTY OWNERS**

The Contractor shall be responsible for notifying the Property Owners at least 48 hours in advance of any construction that may affect access, parking and/or existing structures, including fences, adjacent to that property. Suitable access and parking will be maintained at all times. Relocating of fences and structures shall be coordinated with owners and shall include miscellaneous items including, but not limited to, temporary fences, sod replacement, driveways, sprinkler system modifications, etc. These items are considered to be incidental to the work and are to be included in the unit prices.

The Contractor shall coordinate the relocation of fencing, landscaping, sprinklers, control boxes, utility services, street signs and mail boxes and the salvaging of any materials suitable for re-use with the City Inspector and, if on private property, with the respective property owners.

The Contractor shall notify and coordinate the closing and construction of the curb, gutter and sidewalks with the Project Engineer and the adjoining property owners in advance of work in writing. Any restrictions on street parking or traffic movement shall be coordinated with the City Traffic Engineer. The Contractor shall make every effort to minimize the inconvenience to the traveling and pedestrian public.

#### **8.07 CONSTRUCTION TRAFFIC RESTRICTIONS**

Construction shall conform to Section 800 of the City of Colorado Springs Standard Specifications and the City of Colorado Springs Supplement to the Manual on Uniform Traffic Control devices.

All traffic lanes shall be a minimum of 10 feet wide. An additional 2 feet of clearance shall also be provided between any travel lane and temporary concrete barrier.

#### **8.08 SOIL CONDITIONS**

The Contractor assumes all risks connected with the surface and subsurface conditions actually encountered by him in performing the work, even though such actual conditions may result in the Contractor performing more or less work than he originally estimated.

The Contractor shall perform whatever exploratory excavations and tests he deems necessary to determine the site conditions.

The Contractor shall utilize all suitable excavated material as approved by the Engineer for raising grades and backfilling the new construction. Additional imported material shall be a well graded non-expansive inorganic soil or as herein after specified.

#### **8.09 UTILITIES**

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The size and location of all existing utilities as known to the Engineer have been noted on the plans for the information and guidance of the Contractor. The Contractor shall be responsible for the location and protection of all utilities located within his working area regardless of whether or not their existence or location is shown or noted on the drawings.

All overtime costs for inspection by City Utilities shall be the Contractor's expense.

It is the Contractor's responsibility to complete required work and to schedule inspections during normal working hours. The Contractor is responsible for contacting each affected utility for their inspectors' working hours. The Contractor is responsible to request an inspection two (2) **working days** in advance of the inspection. In the case of an overtime inspection, the request must be in writing. The City will not entertain any requests for time extensions for delays caused by the Contractor's failure to **properly** notify the affected utility of a required inspection or the Contractor's failure to complete the required work by the time of the scheduled inspection.

The accuracy of information furnished with respect to underground utilities is not guaranteed. The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of existing mains and service laterals or appurtenances.

The Contractor shall notify all Public Utility companies who may have installations in the area where the work is to be performed and solicit their aid in locating horizontally and vertically utilities prior to any excavation. All utilities encountered must be kept in operation by the Contractor and must be protected and/or repaired at his own expense.

The Contractor shall notify all utility companies who may have installations in the area where the work is to be performed and solicit their aid in locating horizontally and vertically utilities prior to any excavation. All utilities encountered must be kept in operation by the Contractor and shall be protected and/or repaired at Contractor's expense.

**Miscellaneous Utility Services**

**City of Colorado Springs Utilities**

Utility Problems or Questions	448-4800
Utility Notification Center of Colorado (UNCC)	800-922-1987
Utility Notification Center of Colorado (UNCC)	800-922-1987
Engineering Division for Inquiries	385-5918

At least forty-eight (48) hours prior to commencing excavation, the Contractor shall call UNCC at 1-800-922-1987 between the hours of 7:30 A.M. and 4:30 P.M., Monday through Friday, for information concerning the location of buried utilities in the area of construction.

Below is a Pre-Excavation Checklist which the Contractor shall follow prior to commencing construction on the project.

**Pre-Excavation List**

Utility Notification Center of Colorado (UNCC) Called at Least Two (2) Business Days Prior to Construction Telephone Number: 1-800-922-1987

Utilities Marked and Located on the Ground

Employees Briefed and Knowledgeable on Marking and Color Codes\*  
Employees Trained on Excavation and Safety Procedure for Natural Gas Lines

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When Excavation Approaches Gas Lines, Employees Expose Lines by Careful Probing and Hand Digging

**Standard Utility Marking Color Code**

Natural Gas	Yellow
Electric	Red
Water	Blue
Wastewater	Green

"The Contractor shall be responsible for coordination and cost of all utility relocations indicated on the plans and not specified to be done by others. Utility locations shown on the plans are approximate."

The contractor shall coordinate work with various local agencies and utility companies and other construction taking place within project limits. Notify applicable local agencies and utility companies and other Contractors prior to commencing work, if damage occurs, or if conflicts or emergencies arise during work. The following local agencies and utility companies are believed to have facilities within or near the project limits:

1. Gas: Colorado Springs Utilities
  - a. Contact Person: Adrian Pereida
  - b. Telephone: (719) 668-3590
2. Water: Colorado Springs Utilities
  - a. Contact Person: Adam Baker
  - b. Telephone: (719) 668-4737
3. Sanitary Sewer: Colorado Springs Utilities
  - a. Contact Person: Adam Baker
  - b. Telephone: (719) 668-4737
4. Electrical Distribution: Colorado Springs Utilities
  - a. Contact Person: Adrian Pereida
  - b. Telephone: (719) 668-3590
5. Electrical Transmission: Colorado Springs Utilities
  - a. Contact Person: Adrian Pereida
  - b. Telephone: (719) 668-3590
6. Communications: Colorado Springs Utilities
  - a. Contact Person: Wayne Rust
  - b. Telephone: (719) 668-3996
7. Communications: Century Link Communications
  - a. Contact Person: Kevin Williams
  - b. Telephone: (719) 636-4006
8. Colorado Springs City Traffic Engineering
  - a. Contact Person: Kathleen Krager
  - b. Telephone: (719) 385-7628
9. Colorado Springs City Engineering
  - a. Contact Person: Tim Mitros
  - b. Telephone: (719) 385-5061
10. El Paso County Department of Transportation
  - a. Contact Person: Andre Brackin, PE
  - b. Telephone: (719) 520-6460

The work described in the plans and specifications will require full coordination between the Contractor and Utility Companies and while performing their respective operations, so the utility work can be completed with minimum delays to all parties concerned.

The Contractor shall coordinate with businesses affected by any water service shut downs at least 48 hours prior to shut down.

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The Contractor shall be responsible for coordinating the adjustment of all utilities on this project. The Contractor shall keep each utility company advised of any work being done to their facilities, so that each utility company can coordinate their inspections for final acceptance with the Engineer.

For utility work that is to be performed by a utility company, Contractor shall provide notice to the utility company that the site is ready for the utility work. The written notice, with a copy to the Engineer, shall be given a minimum of three weeks prior to the requested start of the utility work.

If needed, or as directed by the Engineer, the Contractor shall provide traffic control for any utility work to be coordinated with the project's construction.

### **8.10 TEMPORARY ASPHALT PATCHES**

Cold or wet weather conditions that do not permit a permanent asphalt pavement replacement will require a minimum 2" bituminous pavement patch prior to opening the area to traffic as a temporary measure until the permanent asphalt pavement replacement can be installed. This item shall be incidental to any work requiring such removal or asphalt and will be considered to be included in the unit price of the related item of work.

### **8.11 EXPANSION MATERIAL**

Expansion material shall be considered incidental to the installation of the trail and not paid for separately

### **8.12 FINAL INSPECTION AND ACCEPTANCE**

General provision 109.04 shall be supplemented by the following:

Upon written notice that the Contractor considers all work complete, the Engineer shall make a final inspection with the Owner and Contractor and shall notify the Contractor in writing of incomplete or defective work revealed by the inspection. The Contractor shall promptly remedy such deficiencies.

After the Contractor has remedied all deficiencies to the satisfaction of the Engineer and delivered all construction records (except preparation of record drawings which will be provided by the Inspector), maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents (all as required by the *Contract Documents*), *the Owner and Contractor* shall be promptly notified *in writing* by the Engineer that the work is acceptable.

## **SECTION IX - TECHNICAL SPECIFICATIONS**

### **1.01 STANDARD SPECIFICATIONS**

The Standard Specifications for this project shall be the most current version of the "**CITY OF COLORADO SPRINGS ENGINEERING DIVISION STANDARD SPECIFICATIONS**" except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety.

Any revisions to the standard specifications can be found in the respective section of this document.

When it is unclear whether City of Colorado Springs Engineering Division Standard Specifications or Colorado Department of Transportation Standard Specifications for Road and Bridge Construction apply for an item of work, City of Colorado Springs Standard Specifications shall govern. If City of Colorado Springs Standard Specification does not exist, Colorado Department of Transportation Standard Specifications for Road and Bridge Construction shall apply.

All Contractors are required to have on the job site and utilize the current updated copy of the City of Colorado Springs Engineering Division Standard Specifications.

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Copies are available from the City of Colorado Springs, Office Services Division, Suite L01, 30 South Nevada Avenue, Colorado Springs, during regular business hours.

### 1.02 ADDITIONAL STANDARD SPECIFICATIONS

Additional Standard Specifications shall be the most current version of the "**COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION**" or specifications that are embodied herein in their entirety.

The items for which the CDOT Standard Specifications will be applicable are:

*Section 201 - Clearing and Grubbing*

*Section 203 – Excavation and Haul*

*Section 207- Topsoil*

*Section 208.1 - 208.4 – Erosion control devices*

*Section 212.1-212.4- Seeding, Fertilizer, Soil Conditioner, and Sodding*

*Section 606.1-606.4 Guard Railing*

*Section 607.1-607.6 - Fences*

*Section 609 - Curb and Gutter*

*Section 620 – Sanitary facility*

*Section 625 - Construction Surveying Section*

*Section 627- Pavement Marking*

*Section 629- Monumentation*

*Section 712.3 – MSE Retaining Wall*

Any revisions to the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction can be found in the respective section of this document.

All Contractors are required to have on the job site and utilize the current updated copies of the CDOT Standard Specifications for Road and Bridge Construction and Standard Plans - M&S Standards. Copies of both are available from CDOT.

When specifications contain both English units and SI units, the English units apply and are the specification requirement.

### 1.03 UTILITY SPECIFICATIONS

Utility Standard Specifications shall be the utility department specifications (current issue or revision) as follows. The utility specifications shall be used for both construction and protection of the respective utility lines.

#### **Wastewater Lines**

The Standard Specifications for wastewater line construction and protection shall be the "**COLORADO SPRINGS UTILITIES WASTEWATER LINE EXTENSION AND SERVICE STANDARDS**", **latest edition**, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety.

#### **Electrical Distribution and Telecommunication Lines**

The Standard Specifications for electrical distribution and telecommunication line construction and protection shall be the "**COLORADO SPRINGS UTILITIES ELECTRICAL DISTRIBUTION CONSTRUCTION STANDARDS**", **latest edition**, except as modified hereinafter, which are incorporated *in* the contract documents by reference as though embodied herein in their entirety. The contractor shall install all conduit and vaults shown on the drawings per the standards identified above. Colorado Springs Utilities shall install all wiring and above ground poles and wiring.

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Copies are available from the Colorado Springs Utilities' Development Services, 111 S. Cascade, Suite 105, Colorado Springs, CO 80903, during regular business hours.

Colorado Springs Utilities Gas, Private fiber optic, Telephone, and Cable TV Fiber shall be relocated and installed by each respective private utility company. See Section VIII for contact information of each utility company within the project limits.

### 1.04 TRAFFIC SIGNAL SPECIFICATIONS

Traffic Signal Standard Specifications shall be the "**COLORADO SPRINGS CITY TRAFFIC SIGNAL INSTALLATION AND PARTS SPECIFICATIONS FOR CONTRACTORS**", 1/10/2006 Edition, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety.

Any revisions to the Colorado Springs City Traffic Signal Installation and Parts Specifications for Contractors can be found in the respective section of this document.

All Contractors are required to have on the job site and utilize the current updated copy of the Colorado Springs City Traffic Signal Installation and Part Specifications for Contractors.

Copies are available from the City of Colorado Springs, Office Services Division, Suite L01, 30 South Nevada Avenue, Colorado Springs, during regular business hours.

### REVISIONS TO CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS

The following Revisions supplement or modify the City of Colorado Springs Engineering Division Standard Specifications. Measurement and Payment for all bid items shall be in accordance with Section 1025, Measurement and Payment, and shall take precedence over the measurement and payment sections of the Standard Specifications.

- Revision of Section 205 - Subgrade
- Revision of Section 207 - Method of Measurement and Payment
- Revision of Section 500 - Concrete
- Revision of Section 600 - Structural Concrete
- Revision of Section 800 - Work Zone Traffic Control
- Revision of Section 900 - Seeding, Fertilizer, Mulching and Sodding
- Addition of Section 920 - Property Restoration

### REVISION OF SECTION 200

#### STREET SECTION

Section 205 SUBGRADE of the City of Colorado Springs Engineering Division Standard Specifications is hereby deleted for this project (except as provided below), and replaced with the following:

#### SECTION 205

##### RECONDITIONING (SCARIFIED SUBGRADE)

This work consists of scarifying, blading, shaping, wetting, and compacting the existing subgrade with moisture and density control.

Existing subgrade shall be reconditioned by scarifying, blading and rolling as indicated in the plans. Sufficient water shall be added to meet the density requirements as specified in the Contract. The reconditioned surface shall not vary above or below the lines and grades as staked by more than 0.08 foot. The surface shall be tested for smoothness and density prior to the application of any base course material. Where bituminous surfacing materials are to be placed directly on the subgrade, the subgrade plane shall not vary more than 0.04 foot. All irregularities exceeding the specified tolerance shall be corrected to the satisfaction of the Engineer at

no additional cost to the City. The surface shall be satisfactorily maintained until base course or hot bituminous pavement has been placed.

#### **SECTION 205.01**

##### **METHOD OF MEASUREMENT AND PAYMENT: ADD THE FOLLOWING PARAGRAPHS:**

Topsoil and placement of topsoil will not be measured and paid for separately, but shall be included in the work.

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

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

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

#### **REVISIONS TO SECTION 500**

##### **CONCRETE**

###### **Add to Section 505 Concrete Admixtures**

Fiber-reinforced Concrete shall be Type II, glass fiber-reinforced concrete that contains alkali-resistant glass fibers. The fiber-reinforced concretes shall be furnished either by batch mixing or continuous mixing, and shall be free of fiber balls when delivered to the point designated by the purchaser. Tolerances, acceptance criteria, and performance requirements for workability and air content per ASTM C-1116

###### **Delete section 509.03 paragraph A - Sidewalk, and Pedestrian Ramps and replace with the following:**

A. General. Sidewalks/Trails shall be six inches (6") in thickness and a minimum six feet (6') in width and shall include alkali-resistant glass fibers to form fiber-reinforced concrete. Pedestrian ramps shall be six inches (6") in thickness. Sidewalks/Trails shall have a minimum thickness of six inches (6") residential and eight inches (8") commercial for the full width of all driveway approaches. Sidewalks shall have a minimum slope of one quarter inch (1/4") per foot toward the top of the curb. Maximum slump 4", minimum 6 sacks cement, 4000 psi at 28 days compressive strength.

Concrete for construction of sidewalks, trails and pedestrian ramps shall be as specified previously in Sections 502 through 507, with the exception that the maximum size for aggregate shall be three-quarter inch (3/4") rock. (ASTM C-33, Size No. 67)

#### **REVISION OF SECTION 800**

##### **WORK ZONE TRAFFIC CONTROL**

Section 800 of the City of Colorado Springs Engineering Division Standard Specifications is hereby revised as follows:

Section 805.01 shall be supplemented with the following:

Contractor shall provide a detailed Traffic Control Plan in conformance with the "Manual on Uniform Traffic Control Devices" and Section 805.03 of this specification prior to any work.

Detours shall be maintained throughout the period of construction in such a manner as to provide the least amount of disruption to normal traffic flow.

The Contractor shall strictly adhere to all time limits and other restrictions as specified in the contract documents.

The Contractor shall coordinate with the Engineer to determine site-specific staging and/or phasing requirements. The Contractor shall schedule the work in such a manner as to comply with the staging and/or phasing requirements contained in the contract documents.

Section 805.03 A. shall be supplemented with the following:

The Traffic Controls for Street Construction, Utility Work, and Maintenance Operations, Manual on Uniform Traffic Control Devices Supplement for City of Colorado Springs, 2005 contains requirements for permits and approvals required from the City of Colorado Springs and CDOT.

The Traffic Control Plan Submittal and Review process will be as follows:

- 1 Contractor submittal of the Traffic Control Plan to the City of Colorado Springs Traffic Engineering Division.
- 2 City of Colorado Springs Traffic Engineering Division review. If required, the Contractor shall revise and resubmit the Traffic Control Plan submittal to address the Traffic Engineering Division review comments at no additional cost.
- 3 City of Colorado Springs Traffic Engineering Division approval of the Contractor submitted Traffic Control Plan. The approved plan shall be returned to the Contractor.

The City of Colorado Springs will periodically field check the Traffic Control. If the City feels that the traffic control is not adequate, they will require a review and approval of the Contractor's Traffic Control Plans. If a new Submittal Review and approval is required, all time delays and expenses incurred by the contractor related to the additional requirements shall be the responsibility of the contractor.

## **REVISION OF SECTION 920**

### **PROPERTY RESTORATION**

Section 900 of the City of Colorado Springs Engineering Division Standard Specifications is revised to include the addition of Property Restoration.

#### **920.01 DESCRIPTION**

This work includes restoration of adjacent property affected by construction activities. The work includes all materials, labor, and equipment required to restore the property to a condition equal to, or better than it was at the beginning of construction. Included are (but not limited to): removals, resets, spreading of topsoil, seeding, sodding, mulching, fencing, edging, rocks, bushes, trees (and tree trimming), sprinkler system modification/repair, and any other work required to restore the property to a condition equal to or better than its original condition. All work completed shall be documented to the satisfaction of the Engineer. Specific requirements known prior to construction are listed in Subsection 920.03.

#### **920.02 COORDINATION REQUIREMENTS**

The Contractor shall coordinate with the property owner prior to starting work. The property must be evaluated jointly by the Contractor and the owner prior to beginning work. A written agreement on the work activities to be performed shall be developed and agreed upon prior to beginning work. Two copies of the written agreement shall be provided to the Engineer.

The Contractor shall establish the state of the property by taking before and after photographs (or video) of the work at each location, and making sketches if necessary. A complete set of pictures, video, and sketches for each property shall be provided to the Engineer. The Contractor shall maintain a set of pictures, video and sketches for job site use.

#### **920.03 PROPERTY RESTORATION REQUIREMENTS**

Specific property restoration requirements to be performed by the Contractor, in addition to the typical restoration described in Section 920.01 are shown on the plan sheets. These requirements are intended to

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outline the major items/issues identified as part of right-of-way agreements and/or permits, and should not be considered the minimum requirements.

### **920.04 CONSTRUCTION REQUIREMENTS**

The Contractor shall coordinate with the property owner at least two weeks prior to beginning work on the property. Notification of the coordination will be provided to the Engineer.

The Contractor shall remove and reset or replace all existing items as necessary to perform the work. The Contractor shall be responsible for the costs or replacement, with equal or better items, for any items damaged by the Contractor during the work.

The Contractor shall salvage, and deliver to the property owner, any materials that the property owner has requested during or after the coordination efforts.

All landscaping work shall meet the requirements of Section 900 of the City of Colorado Springs, Engineering Division, Standard Specifications and any revision contained herein.

The Contractor may recover and store removed materials from the property for reuse as long as the condition of materials does not degrade.

### **PROPERTY RESTORATION**

All trees shall be 1-1/4" caliper or larger. The species shall be the same as the existing trees. Species substitution will be acceptable if approved, in writing, by the property owner.

All bushes shall be 5 gallon or larger. The species shall be the same as the existing bushes. Species substitution will be acceptable if approved, in writing, by the property owner.

The Contractor shall be responsible for watering all trees, bushes and sod for a minimum of 21 days after installation.

The Contractor shall provide all materials, equipment and labor necessary to complete the work.

Resetting of an irrigation system shall include all work necessary to remove the items from their existing location and to relocate them to the new location, and shall include all irrigation system equipment, pipe, fittings, valve boxes and all other work necessary to complete the reset item.

Installation of new landscape rocks or resetting of existing rocks shall include all labor, materials, and equipment required for placing landscape rocks.

### **920.05 CONSTRUCTION CERTIFICATION REQUIREMENTS**

The Contractor shall obtain, upon completion of the work, and prior to acceptance by the City, written approval of the Property Restoration work from the property owner. A copy of the written approval shall be provided to the Engineer.

### **ADDITION OF SECTION 1000**

### **REVISIONS TO COLORADO DEPARTMENT OF TRANSPORTATION**

### **STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION**

The definition of the Engineer in the Colorado Department of Transportation (CDOT) Standard Specifications is revised to mean the Engineer as defined in Section 100 of the City of Colorado Springs Engineering Division Standard Specifications.

References within the CDOT Standard Specifications that identify approval by CDOT are hereby revised to mean approval by the Engineer.

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References within the CDOT Standard Specifications that identify requirements with CDOT Procedures are in effect to the extent the Engineer determines applicability to the City project. References within the CDOT Standard Specifications that identify pre-approved products that are on the CDOT Approved Products List are recognized by the City as acceptable material for this City project.

Measurement and Payment for all bid items shall be in accordance with Section 1025, Measurement and Payment, and shall take precedence over the measurement and payment sections of the CDOT Standard Specifications.

The following Revisions supplement or modify the CDOT Standard Specifications for Road and Bridge Construction, 2005 for this project:

*Revision of Section 101- Definitions and Terms*  
*Revision of Section 107- Legal Relations and Responsibility to Public* *Revision of Section 201 - Protection of Migratory Birds*  
*Revision of Section 206 - Structure Excavation and Backfill for Structures* *Revision of Section 208- Erosion Control*  
*Revision of Section 503 - Drilled Caissons*  
*Revision of Section 601 - Structural Concrete*  
*Revision of Section 602 - Reinforcing Steel*  
*Revision of Section 627 - Pavement Marking*  
*Revision of Section 712 - Miscellaneous*

**REVISION OF SECTION 101**

**DEFINITIONS OF TERMS**

Add subsections 101.92 and 101.93 which shall include the following:

**101.92 STORMWATER MANAGEMENT PLAN (SWMP).**

The Stormwater Management Plan comprises those contract documents containing the requirements necessary to protect and identify sensitive environments (state waters, wetlands, habitat and existing vegetation), minimize the amount of disturbed soil, control and minimize erosion and sedimentation during and after project construction, minimize runoff from offsite areas from flowing across the site, slow down the runoff, and reduce pollutants in stormwater runoff.

**101.93 BEST MANAGEMENT PRACTICES (BMPs) FOR STORMWATER POLLUTION PREVENTION.** BMPs prevent or reduce the pollutants in stormwater discharges from the construction site.

**REVISION OF SECTION 107**

**LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

Delete subsection 107.25(b)5., and replace it with the following:

5. At least ten days prior to the beginning of construction the Erosion Control Supervisor (ECS), identified in subsection 208.03(c), shall identify and describe all potential pollutant sources, including materials and activities, and evaluate them for the potential to contribute pollutants to stormwater discharges associated with construction activities. At a minimum each of the following shall be evaluated for the potential for contributing pollutants to stormwater discharges and identified in the SWMP, if found to have such potential: all exposed and stored soils; vehicle tracking of sediments; management of contaminated soils; vehicle and equipment maintenance and fueling; outdoor storage activities (building materials, fertilizers, chemicals, etc.); significant dust or particle generating processes; routine maintenance involving fertilizers, pesticides, detergents, fuels, solvents, oils, etc.; on-site waste management practices (waste piles, dumpsters, etc.); dedicated asphalt and concrete batch plants; concrete truck/equipment washing, including the concrete truck chute and associated fixtures and equipment; non-industrial waste sources that may be significant, such as worker trash and

portable toilets; loading and unloading operations; and other areas or procedures where potential spills can occur.

The ECS shall record the location of potential pollutants on the site map. Descriptions of the potential pollutants shall be added to the SWMP notebook.

Subsection 107.25(b) shall include the following:

21. The Contractor shall certify in writing that construction equipment has been cleaned prior to site arrival. Vehicles shall be free of soil and debris capable of transporting noxious weed seeds or roots onto the site. Vehicle cleaning may occur on site, in approved areas, where wash water can be properly contained.

22. At the end of each day the Contractor shall collect all trash and dispose of it in appropriate containers. Containers shall be emptied as needed.

#### **REVISION OF SECTION 206**

##### **STRUCTURE EXCAVATION AND BACKFILL FOR STRUCTURES**

**Section 206 of the Standard Specifications is hereby revised to include the following:**

Subsection 206.03, first paragraph, second sentence is deleted, and replaced with the following:

Excavation and backfill for structures in excess of 3 feet below the designated elevation will be paid on a time and materials basis as described in Subsection 108.24 of the City of Colorado Springs Engineering Division Standard Specifications. Timecards for the work performed shall be submitted daily to the Engineer.

#### **REVISION OF SECTION 208**

##### **EROSION CONTROL**

Subsection 208.02(k) shall include the following:

When approved by the Engineer an "urban" concrete washout structure may be used. Urban concrete washout examples are pre-manufactured containers designed to contain liquid and solid waste from concrete washout, wooden boxes lined with heavy duty plastic or waterproof 55 gallon drums. After use structure must be removed from the project site and disposed of at the Contractor's expense.

Subsection 208.03 shall include the following:

Prior to construction, an on-site environmental preconstruction conference shall be held. The conference shall be attended by the Engineer, the Superintendent, the Contractor's ECS, CDOT Region Environmental personnel, the CDOT Landscape Architect, and the CDOT hydraulics engineer. At this conference, the attendees shall discuss the stormwater management plan, , sensitive habitats on site, wetlands, and other vegetation to be protected.

Prior to construction the Contractor shall implement erosion control measures in accordance with the approved schedule.

Prior to construction the Contractor shall evaluate the project site for water draining into or through it. If such drainage is identified, if possible BMPs shall be used to prevent stormwater from running on-site and becoming contaminated with sediment or other pollutants via a temporary pipe Or other conveyance to prevent water contamination. Run-on water that cannot be diverted shall be treated as construction runoff and adequate BMPs shall be employed.

The ECS shall evaluate any non-stormwater coming onto the site, such as springs, seeps, and landscape irrigation return flow. If such flow is identified, BMPs shall be used to protect off-site water from running on-site and becoming contaminated with sediment or other pollutants.

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

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When additional BMPs are required, the Contractor shall implement the additional BMPs and the ECS shall record and describe them on the SWMP site map. Additional BMPs will be measured and paid for in accordance with subsections 208.07 and 208.08.

Subsection 208.03(b) shall include the following:

If necessary, the ECS shall update proposed sequencing of major activities in the SWMP.

Subsection 208.03(c), first paragraph, shall include the following:

The ECS shall act as the Stormwater Management Plan (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 read, be familiar with, and use the information provided in CDOT's *Erosion Control and Stormwater Quality Guide* and the *CDPS-SCP*.

Delete subsection 208.03(c), item (4) and replace with the following:

(4) Inspect and record with the Superintendent and the Engineer the stormwater management system at least every 14 calendar days. Post storm event inspections shall be conducted within 24 hours after the end of any precipitation or snow melt event that may cause surface erosion. If no construction activities will occur following a storm event, post-storm event inspections shall be conducted prior to commencing construction activities, but no later than 72 hours following the storm event. The occurrence of any such delayed inspection must be documented in the inspection report. Recorded inspections still must be conducted at least every 14 calendar days. CDOT Form 1176 shall be used for all 14 day inspections.

The project is subject to inspections by CDPHE, US Army Corps of Engineers (USACE), Environmental Protection Agency (EPA) and CDOT at any time. If CDPHE reviews the project site and requires additional measures to prevent and control erosion, sediment, or pollutants, the Contractor shall cease and desist activities resulting in pollutant discharge and immediately implement these measures.

Subsection 208.03(c), second paragraph shall include the following:

During construction the ECS shall update and record the following items on the site map as changes occur:

- i. Construction boundaries
- ii. Areas of disturbance, as they occur
- iii. Areas used for storage of construction materials, equipment, soils, or wastes
- iv. Location of any dedicated asphalt or concrete batch plants
- v. Location of work access routes during construction
- vi. Location of borrow and waste

The ECS shall amend the SWMP whenever there are: additions, deletions, or changing locations of BMPs. SWMP revisions shall be recorded immediately. Items shall be dated and signed at time of occurrence. Specifically, amendments shall include the following:

- (i) A change in design, construction, operation, or maintenance of the site which would require the implementation of new or revised BMPs; or
- (ii) Changes when the SWMP proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with construction activity.
- (iii) Changes when BMPs are no longer necessary and are removed.
  - (2) All inspection and maintenance activities or other repairs shall be documented by the ECS and kept on the project site.
  - (3) The ECS shall modify the site map with arrows to indicate direction of water flowing across the project site.

- (4) When adding new BMPs to the SWMP the ECS shall add a narrative explaining what, when, where, why, and how the BMP is being used, a description of BMP application, and a detail to the SWMP notebook.
- (5) If using existing topography, vegetation, etc. as a BMP it shall be labeled as such on the SWMP site map; the ECS shall add a narrative as to why and how the BMP is being used to the SWMP site map.
- (6) The ECS shall cross out all BMPs that do not apply or highlight those details and notes on the Department's Standard Plans and SWMP that apply to the project.. The ECS shall write an explanation as to why the detail has been removed or what is being used instead as a BMP ("not applicable" is not an acceptable explanation).
- (7) The ECS shall develop, record on the SWMP, and implement a plan for saw cutting containment to be approved by the Engineer.

The ECS shall keep accurate and complete records; enforcement action, including fines could result if records are not adequate.

Completed 1176 reports shall be kept in the SWMP notebook.

Spills, leaks or overflows that result in the discharge of pollutants shall be documented and maintained by the ECS. The ECS shall record the time and date, weather conditions, reasons for spill, etc. Some spills may need to be reported to the Water Quality Control Division immediately.

The Permittee shall report to CDPHE Water Quality Division the following instances of noncompliance:

- (1) Any noncompliance, which may endanger health or the environment;
- (2) Any spills or discharge of hazardous substance or oil, which may cause pollution of the waters of the state;
- (3) Any discharge of stormwater, which may cause an exceedance of a water quality standard.

For all instances of noncompliance based on environmental hazards and chemical spills and releases, all needed information shall be provided orally to the Colorado Department of Public Health and Environmental spill reporting line within 24 hours from the time the permittee becomes aware of the circumstance. For all instances of noncompliance identified here, a written submission shall also be provided within five calendar days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of:

- (1) The noncompliance and its cause;
- (2) The period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue;
- (3) Steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

After measures to correct any problems have been taken and recorded, or where a report does not identify incidents of noncompliance, the report shall be signed indicating the site is in compliance.

Add subsection 208.03(d) which shall include the following:

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

1. SWMP Notebook. The Engineer will provide a SWMP Notebook, which is and shall remain the property of CDOT, in which the following Contract documents and reports shall be kept:

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1. SWMP Plan Sheets
2. SWMP site map and project plan title sheet
3. Copies of subsection 107.25 and sections 207, 208, 212, 213, and 216 of the Standard Specifications, and the standard and project special provisions that modify them
4. Standard Plan M-208-1
5. Details of BMPs used on the project not covered in Standard Plan M-208-1
6. Narratives related to BMPs used on the project not covered on the SWMP plans or site maps
7. Calendar for marking when the regular 14 day inspections take place and when the storm event inspections take place
8. All project permits, including, CDPS-SCP, Senate Bill 40, Dewatering, and all other permits applicable to the project
9. List of potential pollutants as described in subsection 107.25
10. Spill Prevention, Control and Countermeasure Plan
11. Form 1176 Inspection reports and RECAT reports
12. Form 105s relating to water quality
13. Description of inspection and maintenance methods implemented at the site to maintain all erosion and sediment control practices identified in the SWMP

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

2. Reference Materials

1. CDOT *Erosion Control and Stormwater Quality Guide*
2. CDOT *Erosion Control and Stormwater Quality Field Guide*
3. Copy of biological opinion, if applicable

Subsection 208.04 shall include the following:

The ECS shall modify the SWMP to clearly describe and locate all BMPs implemented at the site to control potential sediment discharges from vehicle tracking.

Stabilized construction entrances shall be used at all vehicle and equipment exit and entrance points to the site to prevent sediment exiting the project site onto paved public roads. Access shall be provided only at a stabilized construction entrance. The ECS shall record required stabilized construction entrances on the SWMP site map.

Perimeter control shall be established as the first BMP to be implemented on the SWMP. Perimeter control shall be approved by the Engineer prior to installation. The ECS shall describe and record perimeter control on SWMP.

Newly constructed inlets and culverts shall be protected throughout construction and immediately upon completion. When riprap is called for at the outlet of a culvert, it shall be installed within 24 hours upon completion of each pipe. The Contractor shall remove sediment, millings, debris and other pollutants from within the project drainage system, prior to use, at no additional cost to the project.

In subsection 208.04(d), first paragraph, delete the second sentence and replace with the following:

When required by the plans, a soil retention blanket shall be used in combination with the final seed and mulch.

In subsection 208.04(d), first paragraph, delete the third sentence and replace with the following:

Temporary stabilization is defined as the covering of disturbed areas with seed, mulch with a tackifier, soil roughening, soil binder, or a combination thereof.

In subsection 208.04(d), after the first paragraph, add the following:

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During the summer and winter when seeding is not allowed, temporary stabilization shall be placed. Temporary stabilization shall consist of: surface roughening via scarifying surface to 2-4 inches variation of surface or vertical tracking, 1.5 tons of certified weed free forage hay or straw mulching per acre mechanically crimped into the soil in combination with an organic mulch tackifier, soil binder, cellulose fiber mulch with tackifier, or a combination thereof as approved. Surface roughening shall not be used alone.

In subsection 208.04(d), second paragraph, delete the fourth sentence and replace with the following:

If approved by the Engineer, slopes from the edge of pavement to the point of slope selection may be left unseeded until paving has been completed but shall be temporarily stabilized as approved by Engineer.

In subsection 208.04(d), third paragraph, delete the second and third sentences and replace with the following:

Areas shall be permanently stabilized within 48 hours after completion. Disturbed areas where work is temporarily halted shall be temporarily stabilized immediately after the activity ceased.

Temporary stabilization shall consist of: surface roughening via scarifying surface to 2-4 inches variation of surface or vertical tracking, 1.5 tons of certified weed free forage hay or straw mulching per acre, mechanically crimped into the soil in combination with an organic mulch tackifier, soil binder, cellulose fiber mulch with tackifier, or a combination thereof, as approved.

In subsection 208.04(e) delete the first paragraph and replace with the following:

All erosion and sediment control practices and other protective measures identified in the SWMP as BMPs for Stormwater Pollution Prevention shall be maintained in effective operating condition. BMPs shall be continuously maintained in accordance with good engineering, hydraulic and pollution control practices, including removal of collected sediment when silt depth is 50 percent or more of the height of the erosion control device.

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

Where BMPs have failed, resulting in noncompliance, they shall be repaired or replaced as soon as possible, immediately in most cases, to minimize the discharge of pollutants.

The Contractor shall update the SWMP Notebook by describing and recording new and replacement BMPs.

New or replacement BMPs will be measured and paid for in accordance with subsections 208.07 and 208.08.

Subsection 208.04(f) shall include the following:

Whenever sediment is transported onto the highway, the road shall be cleaned. Street washing will not be allowed. Storm drain inlet protection shall be in place prior to shoveling, sweeping, or vacuuming. Sweeping shall be completed with a pickup broom or equipment capable of collecting sediment. Street cleaning will not be paid for separately, but shall be included in the work.

Add subsection 208.04(g) which shall include the following:

Material from saw cutting operations shall be cleaned from the roadway surface as soon as possible, immediately in most cases, after operations. Particles shall be picked up with a pick up broom or vacuum. Sweeping and street washing will not be allowed. Street cleaning will not be paid for separately, but shall be included in the work.

Subsection 208.05 (j) shall include the following:

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

In subsection 208.05(1) delete the first sentence and replace with the following:

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The Contractor shall maintain the erosion logs during construction to prevent sediment from passing over or under the logs or from sediment accumulation greater than 50 percent of the original exposed height of each erosion log.

Subsection 208.05(n) shall include the following:

Washout areas shall be checked by the ECS and maintained as required. On site permanent disposal of concrete washout waste is not authorized by CDPS-SCP.

In subsection 208.05(n), first paragraph, delete the second sentence and replace with the following:

At least ten days prior to start of concrete operations, the Contractor shall submit in writing a method statement outlining the design, site location, and installation of a concrete structure that will contain washout from concrete placement operations.

Subsection 208.05(n) shall include the following:

(11) The use of earthen, in ground concrete washout sites shall be less than one year.

In subsection 208.05(n) delete the last paragraph and replace it with the following:

All liquid and solid wastes, including contaminated sediment and soils generated from concrete washout shall be hauled away from the site. Removal shall be included in the price of the concrete washout structure.

Subsection 208.05 shall include the following:

*(q) Detention Pond.* Permanent detention ponds shown in the construction plans may be used as temporary BMPs if:

- (1) the pond is designated as a construction BMP in the SWMP,
- (2) the pond is designed and implemented for use as a BMP during construction in accordance with good engineering, hydrologic, and pollution control practices, and
- (3) the pond is inspected and maintained

Add subsections 208.051 through 208.055 immediately following subsection 208.05 which shall include the following:

**208.051 Materials Handling and Spill Prevention.** The ECS shall clearly describe and record on the SWMP, all practices implemented at the site to minimize impacts from procedures or significant material that could contribute pollutants to runoff. Areas or procedures where potential spills can occur shall have spill procedures and responses specified in subsection 107.25.

- (a) Bulk storage structures for petroleum products and any other chemicals shall have secondary containment or equivalent adequate protection so as to contain all spills and prevent any spilled material from entering state waters. If secondary containment is used and results in accumulation of stormwater within the containment, a plan shall be implemented to properly manage and dispose of accumulated stormwater.
- (b) The Contractor shall inspect equipment, vehicles, and repair areas to ensure petroleum, oils, and lubricants (POL) are not leaking onto the soil or pavement. Absorbent material or containers approved by the Engineer shall be used to prevent leaking POL from reaching the soil or pavement. The Contractor shall have onsite approved absorbent material or containers of sufficient capacity to contain any POL leak that can reasonably be foreseen. All materials resulting from POL leakage control and cleanup shall become the property of the Contractor and shall be removed from the site. The cost for control, cleanup and removal of by-products resulting from POL leaks will not be paid for separately, but shall be included in the work.
- (c) Spill Prevention, Control and Countermeasure Plan shall be developed and implemented to establish operating procedures and the necessary employee training to minimize the accidental releases of pollutants that can contaminate stormwater runoff.

The Spill Prevention, Control, and Countermeasure Plan shall contain the following information:

- (1) Identification of the spill cleanup coordinators
- (2) Location of cleanup kits
- (3) Quantities of chemicals and locations stored on site.
- (4) Label system for chemicals and Materials Safety Data Sheets (MSDS) for products
- (5) Notification and clean up procedures to be implemented in the event of a spill for spills which do not enter state waters or are under reporting limits of the chemical of concern (diesel fuel, hydraulic fluid, motor oil, used hydraulic fluid and motor oil, tack oil).
- (6) Significant spill procedures for spills of any size that enter state waters or have the potential to do so. CDOT's Erosion Control and Stormwater Quality Guide (current edition) contains Spill notification contacts and phone numbers required in the SPCC.

**Subsection 208.052 Stockpile Management.**

Material stockpiles shall be located away from sensitive areas and shall be confined so that no potential pollutants will enter state waters or conveyances to state waters (e.g., ditches). Locations shall be approved by the Engineer.

Erodible stockpiles (including topsoil) shall be contained with acceptable BMPs at the toe (or just beyond toe) throughout construction. BMPs shall be approved by the Engineer. The ECS shall describe, detail, and record the sediment control devices on the SWMP.

There shall be no stockpiling or side casting of waste materials including but not limited to paint chips, asphalt, and concrete that result from project activities within 50 horizontal feet of the ordinary high water line of any state waters.

**208.053 Grading and Slope Stabilization.**

The Contractor shall limit construction activities to those areas within the limits of disturbance to toe of slope and top of cut and as otherwise shown on the plans and cross-sections. Construction activities, in addition to the Contract work, shall include the on-site parking of vehicles or equipment, on-site staging, on-site batch plants, haul roads or work access, and any other action which would disturb existing conditions. Off road staging areas must be pre-approved by the Engineer, unless otherwise designated in the Contract. Disturbances beyond these limits shall be restored to the original condition by the Contractor at the Contractor's expense. The ECS shall tabulate additional disturbances not identified in the SWMP or documented in the permit and indicate locations and quantities on the SWMP and report to the Engineer.

The Contractor shall pursue and stabilize all disturbances to completion. The Contractor shall provide a stabilization schedule showing dates when areas are to be completed and stabilized. The Contractor shall maintain revisions to the schedule and obtain approval for schedule changes in accordance with subsection 108.03.

**208.054 Surface Roughening and Vehicle Tracking.** Disturbed surfaces shall be left in a roughened condition at the end of each shift by equipment vertical tracking, scarifying, or disking the surface on contour to create a 2 to 4 inch minimum variation in soil surface. Deep sands or soils that are primarily rock need not be roughened.

Subsection 208.06 shall include the following:

Failure to implement the Stormwater Management Plan puts the project in automatic violation of the CDPS - SCP and CDOT specifications. Penalties may be assessed to the Contractor by the appropriate agencies. All fines assessed to the Department for the Contractor's failure to implement the SWMP shall be deducted from moneys due the Contractor in accordance with subsection 107.25(c) 2.

In subsection 208.06, delete the last sentence of the first paragraph and replace with the following:

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In subsection 208.06, delete items (7) and (8) and replace with the following:

- (7) Failure to immediately stabilize disturbed areas as required by subsections 208.04(d).
- (8) Failure to replace or perform maintenance on an erosion control feature within 48 hours after notice from the Engineer to replace or perform maintenance as required by subsection 208.04(e).

In subsection 208.06 add item (11) which shall include the following:

- (11) Failure to perform permanent stabilization as required by subsection 208.04 (d).

In subsection 208.06, second paragraph, delete the first three sentences and replace with the following:

The Engineer will immediately notify the Contractor in writing of each incident of failure to perform erosion control in accordance with the CDPS-SCP, including, but not limited to items (1) through (11) above. The Contractor will be allowed 48 hours, but correction shall be made as soon as possible from the date of notification to correct the failure. The Contractor will be charged liquidated damages in the amount of \$500 for each calendar day after the 48 hour period has expired, that one or more of the incidents of failure to perform the requirements of CDPS-SCP, including, but not limited to items (1) through (11) above, remains uncorrected.

Add subsection 208.061 immediately following subsection 208.06 which shall include the following:

**208.061 Items to Be Accomplished prior to Final Acceptance.** After concrete operations are complete, washout areas shall be reclaimed in accordance with subsection 208.05(n) at the Contractor's expense.

Prior to final acceptance, a final walk through of the project shall occur with the CDOT Landscape Architect, CDOT Region Environmental personnel, CDOT Hydraulics Engineer, and CDOT Maintenance in attendance. At this time the BMPs shall be inspected for cleaning, maintenance, or removal. Areas will be inspected for any additional BMPs that may be required.

BMPs shall be removed when 70% of pre-existing vegetative cover has been re-established within the disturbed project limits. BMPs subject to removal shall be determined at the final walk through of the project. The Contractor shall remove approved BMPs; cost of BMP removal will be included in the BMP.

Upon completion of work required by walk through the ECS will modify the SWMP to provide an accurate depiction of what remains on the project site.

In subsection 208.07 delete the sixth paragraph and replace with the following:

Erosion Control Supervisor will be measured by the total number of hours utilized for erosion control services specific to this project. Commute time will not be measured and paid for separately, but shall be included in the work. The Contractor shall record the tasks that were assigned to the Erosion Control Supervisor and the hours that were required to complete each task. The records shall be submitted to the Engineer, weekly, after completion of the work for approval and acceptance.

In subsection 208.08 delete the pay item for Erosion Control Supervisor and replace with the following:

<b>Pay Item</b>	<b>Pay Unit</b>
Erosion Control Supervisor	Lump sum

Payment for Erosion Control Supervisor will be full compensation for the erosion control supervisor and all materials and equipment necessary for the ECS to perform the work.

**REVISION OF SECTION 240**

**PROTECTION OF MIGRATORY BIRDS: BIOLOGICAL WORK PERFORMED BY THE CONTRACTOR'S BIOLOGIST**

**DESCRIPTION**

**240.01** This work consists of protecting migratory birds during construction.

**MATERIALS AND CONSTRUCTION REQUIREMENTS**

**240.02** The Contractor shall schedule clearing and grubbing operations and work on structures to avoid taking (pursue, hunt, take, capture or kill; attempt to take, capture, kill or possess) migratory birds protected by the Migratory Bird Treaty Act (MBTA). The Contractor shall retain a qualified wildlife biologist for this project. The wildlife biologist shall have a minimum of three years OF experience conducting migratory bird surveys and implementing the requirements of the MBTA. The Contractor shall submit documentation of the biologist's education and experience to the Engineer for acceptance. A biologist with less experience may be used by the Contractor subject to the approval of the Engineer based on review of the biologist's qualifications.

The wildlife biologist shall record the location of each protected nest, bird species, the protection method used, and the date installed. A copy of these records shall be submitted to the Engineer.

(a) *Vegetation Removal.* When possible, vegetation shall be cleared prior to the time when active nests are present. Vegetation removal activities shall be timed to avoid the migratory bird breeding season which begins on April 1 and runs to August 31. All areas scheduled for clearing and grubbing between April 1 and August 31 shall first be surveyed within the work limits for active migratory bird nests. The Contractor's wildlife biologist shall also survey for active migratory bird nests within 50 feet outside work limits. Contractor personnel shall enter areas outside CDOT right of way only if a written, signed document granting permission to enter the property has been obtained from the property owner. The Contractor shall document all denials of permission to enter property. The Contractor shall avoid all active migratory bird nests. The Contractor shall avoid the area within 50 feet of the active nests or the area within the distance recommended by the biologist until all nests within that area have become inactive. Inactive nest removal and other necessary measures shall be incorporated into the work as follows:

1. *Tree and Shrub Removal or Trimming.* Tree and shrub removal or trimming shall occur before April 1 or after August 31 if possible. If tree and shrub removal or trimming will occur between April 1 and August 31, a survey for active nests shall be conducted by the wildlife biologist within the seven days immediately prior to the beginning of work in each area of tree and shrub removal or trimming. The survey shall be conducted for each phase of tree and shrub removal or trimming.

If an active nest containing eggs or young birds is found, the tree or shrub containing the active nest shall remain undisturbed and protected until the nest becomes inactive. The nest shall be protected by placing fence (plastic) a minimum distance of 50 feet from each nest to be undisturbed. This buffer dimension may be changed if determined appropriate by the wildlife biologist and approved by the Engineer. Work shall not proceed within the fenced buffer area until the young have fledged or the nests have become inactive.

If the fence is knocked down or destroyed by the Contractor, the Engineer will suspend the work, wholly or in part, until the fence is satisfactorily repaired at the Contractor's expense. Time lost due to such suspension will not be considered a basis for adjustment of time charges, but will be charged as contract time.

2. *Grasses and Other Vegetation Management.* Due to the potential for encountering ground nesting birds' habitat, if work occurs between April 1 and August 31, the area shall be surveyed by a wildlife biologist within the seven days immediately prior to ground disturbing activities.

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## SECTION 240

### PROTECTION OF MIGRATORY BIRDS

#### BIOLOGICAL WORK PERFORMED BY THE CONTRACTOR'S BIOLOGIST

The undisturbed ground cover to 50 feet beyond the planned disturbance, or to the right of way line, whichever is less, shall be maintained at a height of 6 inches or less beginning April 1 and continuing until August 31 or until the end of ground disturbance work, whichever comes first.

If birds establish a nest within the survey area, an appropriate buffer of 50 feet will be established around the nest by the CDOT biologist. This buffer dimension may be changed if determined appropriate by the CDOT biologist and approved by the Engineer. The Contractor shall install

fence (plastic) at the perimeter of the buffer. Work shall not proceed within the buffer until the young have fledged or the nests have become inactive.

If the fence is knocked down or destroyed by the Contractor, the Engineer will suspend the work, wholly or in part, until the fence is satisfactorily repaired at the Contractor's expense. Time lost due to such suspension will not be considered a basis for adjustment of time charges, but will be charged as contract time.

(b) *Taking of a Migratory Bird.* The taking of a migratory bird shall be reported to the Engineer. The Contractor shall be responsible for all penalties levied by the U. S. Fish and Wildlife Service (USFWS) for the taking of a migratory bird.

**METHOD OF MEASUREMENT**

**240.03** Wildlife Biologist will be measured by the actual authorized number of hours a wildlife biologist is on site performing the required tasks.

Removal of nests will be measured by the actual number of man-hours spent removing inactive nests just prior to and during the breeding season, April 1 through August 31. During this period, the Contractor shall submit to the Engineer each week for approval a list of the workers who removed nests and the number of hours each one spent removing nests.

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**SECTION 240**

**PROTECTION OF MIGRATORY BIRDS**

**BIOLOGICAL WORK PERFORMED BY THE CONTRACTOR'S BIOLOGIST**

Netting will be measured by the square yard of material placed to keep birds from nesting on the structure. Square yards will be calculated using the length of netting measured where it is attached to the ground and the average height of the netting where it is attached to the structure.

**BASIS OF PAYMENT**

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

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Wildlife Biologist	Hour
Removal of Nests	Hour
Netting	Square Yard

Payment for Wildlife Biologist will be full compensation for all work and materials required to complete the item, including wildlife biologist, wildlife survey, and documentation (record of nest location and protection method)

Payment for Removal of Nests will be full compensation for all work and material required to complete the work.

Payment for netting will be full compensation for all work and material required to complete the item. Overlaps of netting will not be measured and paid for separately, but shall be included in the work. Maintenance and replacement, removal, and disposal of netting will not be measured and paid for separately, but shall be included in the work.

Clearing and grubbing will be measured and paid for in accordance with Section 201. Mowing will not be measured and paid for separately, but shall be included in the work.

Removal and trimming of trees will be measured and paid for in accordance with Section 202.

Fence (Plastic) will be measured and paid for in accordance with Section 607

**REVISION OF SECTION 627**

**PAVEMENT MARKING**

**Section 627 of the Standard Specifications is hereby revised to include the following:**

Subsection 627.03, "General," shall be modified to include the following:

"All permanent, longitudinal striping shall be Epoxy Pavement Marking Material with a dry thickness of 15 mils. All permanent stop bars, crosswalks, and symbols shall be Thermoplastic Pavement Marking Material with a dry thickness of 90 mils."

**REVISIONS TO COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS**

The following Revisions supplement or modify the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, Sections 101, 107 and 208

Add subsections 101.92, 101.93, 101.94, and 101.95 which shall include the following:

**101.92 Stormwater Management Plan (SWMP).** The Stormwater Management Plan comprises those contract documents containing the requirements necessary to protect and identify sensitive environments (state waters, wetlands, habitat and existing vegetation), minimize the amount of disturbed soil, control and minimize erosion and sedimentation during and after project construction, minimize runoff from offsite areas from flowing across the site, slow down the runoff, and reduce pollutants in stormwater runoff.

**101.93 Best Management Practices (BMPs) for Stormwater Pollution Prevention.** BMPs prevent or reduce the pollutants in stormwater discharges from the construction site.

**101.94 Ordinary High Water Mark.** The term "ordinary high water mark" means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

This is typically the 2 year storm event elevation.

**101.95 State Waters.** State Waters means any and all surface and subsurface waters which are contained in or flow in or through this state, but does not include waters in sewage systems, waters in treatment works of disposal systems, waters in potable water distribution systems, and all water withdrawn for use until use and treatment have been completed.

Examples of State waters include, but are not limited to, perennial streams, intermittent or ephemeral gulches and arroyos, ponds, lakes, reservoirs, irrigation canals or ditches, wetlands, stormwater conveyances (when they discharge to a surface water), and groundwater.

Note that for the purposes of these specifications "surface waters" means all State waters, except groundwater.

Delete subsection 107.25(b) and replace it with the following:

**(b) Construction Requirements.**

1. The Contractor shall comply with the "Colorado Water Quality Control Act" (Title 25, Article 8, CRS), the "Protection of Fishing Streams" (Title 33, Article 5, CRS), the "Clean Water Act" (33 USC 1344), regulations promulgated, certifications or permits issued, and to the requirements listed below. In the event of conflicts between these requirements and water quality control laws, rules, or regulations of other Federal, or State agencies, the more restrictive laws, rules, or regulations shall apply.
2. If the Contractor determines construction of the project will result in a change to the permitted activities, the Contractor shall detail the changes in a written report to the Engineer. Within five days after receipt of the report, the Engineer, after coordination with Region Environmental, will

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approve or reject in writing the request for change, or detail a course of action including revision of existing permits or obtaining new permits.

3. If construction activities result in noncompliance of any permitted activity, the project will be suspended and the permitting agency notified. The project will remain suspended until the Engineer receives written approval by the permitting agency.
4. The Contractor may be legally required to obtain permits associated with specific activities within, or off the Right of Way, such as borrow pits, concrete or asphalt plant sites, waste disposal sites, or other facilities. It is the Contractor's responsibility to obtain these permits. The Contractor shall consult with the Engineer, and contact the Colorado Department of Public Health and Environment (CDPHE) or other appropriate federal, state, or local agency to determine the need for any permit.
5. The Contractor shall conduct the work in a manner that minimizes pollution of any adjacent waters, including wetlands. Erosion control work shall be performed in accordance with Section 208 and the Contract.
6. Prior to the preconstruction conference the Erosion Control Supervisor (ECS), identified in subsection 208.03(c), shall identify and describe all potential pollutant sources, including materials and activities, and evaluate them for the potential to contribute pollutants to stormwater discharges associated with construction activities. The list of potential pollutants shall be continuously updated during construction. Each of the following shall be evaluated for the potential for contributing pollutants to stormwater discharges and identified in the SWMP, if found to have such potential:
  - (1) All exposed and stored soils
  - (2) Vehicle tracking of sediments
  - (3) Management of contaminated soils
  - (4) Vehicle and equipment maintenance and fueling
  - (5) Outdoor storage activities (building materials, fertilizers, chemicals, etc.)
  - (6) Significant dust or particle generating processes
  - (7) Routine maintenance involving fertilizers, pesticides, detergents, fuels, solvents, oils, etc.
  - (8) On site waste management practices (waste piles, dumpsters, etc.)
  - (9) Dedicated asphalt and concrete batch plants
  - (10) Concrete truck and equipment washing, including the concrete truck chute and associated fixtures and equipment
  - (11) Concrete placement and finishing tool cleaning
  - (12) Non-industrial waste sources that may be significant, such as worker trash and portable toilets
  - (13) Loading and unloading operations
  - (14) Other areas or procedures where spills could occur

The ECS shall record the location of potential pollutants on the site map. Descriptions of the potential pollutants shall be added to the SWMP notebook.

7. The Contractor shall obtain a Construction Dewatering (CDW) permit from CDPHE anytime groundwater, including groundwater that is commingled with stormwater or surface water, is encountered during construction activities and the groundwater or commingled water needs to be discharged to surface water.
8. Water from dewatering operations shall not be directly discharged into any state waters, unless allowed by a permit. Water from dewatering shall not be discharged into a ditch unless:
  - (1) Written permission is obtained from the owner of the ditch.
  - (2) It is covered in the approved CDW permit that allows the discharge.

(3) A copy of this approval is submitted to the Engineer.

A copy of the CDW Permit shall be submitted to the Engineer prior to dewatering operations commencing.

If the site is covered by a Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP) and the following conditions are met, a separate CDW permit will not be required for discharge to the ground.

- (1) The source is identified in the Stormwater Management Plan (SWMP) as updated by the ECS.
- (2) The SWMP describes and locates the practices implemented at the site to control stormwater pollution from the dewatering of groundwater or stormwater.
- (3) The SWMP describes and locates the practices to be used that will ensure that no groundwater from construction dewatering is discharged from the project boundary as surface runoff or to surface waters or storm sewers.
- (4) Groundwater and groundwater combined with stormwater does not contain pollutants in concentrations exceeding the State groundwater standards in Regulations 5 CCR 1002-41 and 42.

If surface water or seeps are diverted around a construction area and no pollutants are introduced during the diversion, a CDW Permit is not required. If the diverted water enters the construction area and contacts pollutant sources (e.g. disturbed soil, concrete washout, etc.), the Contractor shall obtain a CDW permit for the discharge of this water to surface water or to the ground.

Construction Dewatering may be discharged to the ground on projects that are not covered by a CDPS-SCP if the conditions of the CDPHE's low risk guidance document for Discharges of Uncontaminated Groundwater to Land are met. The conditions of this guidance are:

- (1) The source of the discharge is solely uncontaminated groundwater or uncontaminated groundwater combined with stormwater and does not contain pollutants in concentrations that exceed water quality standards for groundwater referenced above.
- (2) Discharges from vaults or similar structures shall not be contaminated. Potential sources of contamination include process materials used, stored, or conveyed in the structures, or introduced surface water runoff from outside environments that may contain oil, grease, and corrosives.
- (3) The groundwater discharge does not leave the project boundary limits where construction is occurring.
- (4) Land application is conducted at a rate and location that does not allow for any runoff into state waters or other drainage conveyance systems, including but not limited to streets, curb and gutter, inlets, borrow ditches, open channels, etc.
- (5) Land application is conducted at a rate that does not allow for any ponding of the groundwater on the surface, unless the ponding is a result of implementing BMPs that are designed to reduce velocity flow. If the BMPs used result in ponding, the land application shall be done in an area with a constructed containment, such as an excavation or berm area with no outfall. The constructed containment shall prevent the discharge of the ponding water offsite as runoff.
- (6) A visible sheen is not evident in the discharge.
- (7) BMPs are implemented to prevent any sediment deposited during land application from being transported by stormwater runoff to surface waters or other conveyances.

All BMPs used shall be selected, installed, implemented, and maintained according to good engineering, hydrologic and pollution control practices. The selected BMPs shall selected provide

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control for all potential pollutant sources associated with the discharge of uncontaminated groundwater to land.

The discharge shall be routed in such a way that it will not cause erosion to land surface. Energy dissipation devices designed to protect downstream areas from erosion by reducing the velocity of flow (such as hose attachments, sediment and erosion controls) shall be used when necessary to prevent erosion.

Discharged water shall be drained slowly so that it soaks into the ground without running outside the project boundary or causing flooding issues.

The discharge shall be routed in such a way that it will not contact petroleum products or waste.

9. At least 15 days prior to commencing dredging or fill operations in a watercourse, the Contractor shall provide written notification to owners or operators of domestic or public water supply intakes or diversion facilities, if these facilities are within 20 miles downstream from the dredging or fill operations. Notification shall also be given to Owners or operators of other intakes or diversions that are located within five miles downstream from the site of the project. Identities of downstream owners and operators can be obtained from Colorado Division of Water Resources, Office of the State Engineer.
10. Temporary fill into wetlands or streams will not be allowed, except as specified in the Contract and permits. If such work is allowed, upon completion of the work all temporary fills shall be removed in their entirety and disposed of in an upland location outside of flood plains unless otherwise specified in the Contract.
11. Construction operations in waters of the United States as defined in 33 CFR Part 328.3, including wetlands, shall be restricted to areas and activities authorized by the U.S. Army Corps of Engineers as shown in the Contract. Foraging waters will be allowed only as authorized by the U.S. Army Corps of Engineers 404 Permit.
12. Wetland areas outside of the permitted limits of disturbance shall not be used for storage, parking, waste disposal, access, borrow material, or any other construction support activity.
13. Pollutant by-products of highway construction, such as concrete, asphalt, solids, sludges, pollutants removed in the course of treatment of wastewater, excavation or excess fill material, and material from sediment traps shall be handled, stockpiled, and disposed of in a manner that prevents entry into state waters, including wetlands.  

Removal of concrete waste and washout water from mixer trucks, concrete finishing tools, concrete saw and all concrete material removed in the course of construction operations or cleaning shall be performed in a manner that prevents waste material from entering state waters. A minimum of ten days prior to the start of the construction activity, the Contractor shall submit in writing a method for containing pollutant by-products to the Engineer for approval.
14. The use of chemicals such as soil stabilizers, dust palliatives, herbicides, growth inhibitors, fertilizers, deicing salts, etc., shall be in accordance with the manufacturer's recommended application rates, frequency, and instructions. These chemicals shall not be used, stored, or stockpiled within 50 horizontal feet of any state waters except when otherwise specified in the Contract.
15. Salvable material, excess excavated material, and fill material shall not be stored or stockpiled within 50 horizontal feet of any state waters except when constrained by the ROW or when the work takes place within roadside ditches. In both cases the excavated material shall be protected by BMPs approved by the Engineer.
16. Construction equipment, fuels, lubricants, and other petroleum distillates shall not be stored or stockpiled within 50 horizontal feet of any state waters. Equipment fueling and servicing shall occur only within approved designated areas.
17. All materials stored on-site shall be stored in a neat, orderly manner, in their original containers,

with the original manufacturer's label. Materials shall not be stored in a location where they may be carried into a state water at any time.

18. Spill prevention and containment measures conforming to subsection 208.06 shall be used at storage, and equipment fueling and servicing areas to prevent the pollution of any state waters, including wetlands. All spills shall be cleaned up immediately after discovery, or contained until appropriate cleanup methods can be employed.

Manufacturer's recommended methods for spill cleanup shall be followed, along with proper disposal methods.

19. The Contractor shall prevent construction activities from causing grass or brush fires.
20. The construction activities shall not impair Indian tribal rights, including, but not limited to, water rights, and treaty fishing and hunting rights.
21. The Contractor shall certify in writing to the Engineer that construction equipment has been cleaned prior to initial site arrival. Vehicles shall be free of soil and debris.
22. During construction vehicle cleaning shall not occur on site unless in an approved area where wash water can be properly contained.
23. At the end of each day the Contractor shall collect all trash and dispose of it in appropriate containers.
24. Construction waste that is considered a pollutant or contaminant shall be collected and disposed of in appropriate containers. This material may be stockpiled on the project when it is contained or protected by an appropriate BMP.

Delete Section 208 and replace it with the following:

## **SECTION 208**

### **EROSION CONTROL**

#### **DESCRIPTION**

**208.01** This work consists of constructing, installing, maintaining, and removing when required, Best Management Practices (BMPs) during the life of the Contract to prevent or minimize erosion, sedimentation, and pollution of any state waters as defined in subsection 107.25, including wetlands.

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

When a provision of Section 208 or an order by the Engineer requires that an action be immediate or taken immediately, it shall be understood that the Contractor shall at once begin effecting completion of the action and pursue it to completion in a manner acceptable to the Engineer, and in accordance with the Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP) requirements.

#### **MATERIALS**

**208.02** The material for BMPs shall conform to the following:

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

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

The Contractor shall provide a certificate of compliance (COC) showing the transit certificate number or a copy of the transit certificate as supplied from the forage producer.

The Contractor may obtain a current list of Colorado Weed Free Forage Crop Producers who have completed certification by contacting the Colorado Department of Agriculture, Weed Free Forage Program, 700 Kipling Street, Suite 4000, Lakewood, CO 80215, (303) 239-4177.

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

- (b) *Silt Fence*. Silt fence posts shall be wood with a minimum length of 42 inches. Wood posts shall be 1.5 inch by 1.5 inch nominal. Geotextile shall be attached to wood posts with three or more staples per post.

Silt fence geotextile shall conform to the following requirements:

**Physical Requirements for Silt Fence Geotextiles**

Property	Wire Fence Supported Requirements	Self-Supported Requirements Geotextile elongation <50%	Test Method
Grab Strength, lbs	90 minimum	124 minimum	ASTM D 4632
Permittivity sec-1	0.05	0.05	ASTM D 4491
Ultraviolet stability	minimum 70% Strength Retained	minimum 70% Strength Retained	ASTM D 4355

- (c) *Temporary Berms*. Temporary berms shall be constructed of compacted soil.
- (d) *Temporary Slope Drains*. Temporary slope drains shall consist of fiber mats, plastic sheets, stone, concrete or asphalt gutters, half round pipe, metal or plastic pipe, wood flume, flexible rubber or other materials suitable to carry accumulated water down the slopes. Outlet protection riprap shall conform to section 506. Erosion control geotextile shall be a minimum Class 2, conforming to subsection 712.08.
- (e) *Silt Berm*. Silt berm shall consist of an ultraviolet (UV) stabilized high-density polyethylene, shall be triangular in shape, and shall have the following dimensions:

Width	6 - 11 inches
Height	6 - 10 inches
Weight	0.3 - 1.4 lbs./sq. ft.
Percent Open Area	30 - 50%

Securing spikes shall be 10 to 12 inch x 0.375 inch diameter (minimum).

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

- (h) *Erosion Logs.* Erosion logs shall be curled aspen wood excelsior with a consistent width of fibers evenly distributed throughout the log. The casing shall be seamless, photodegradable 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.

**Table 208-1  
Nominal Dimensions of Erosion Logs**

Diameter	Length	Weight (minimum)	Stake Dimensions
12 inch	10 feet	2.5 pounds/foot	1.25 by 1.25 by 24 inches
20 inch	10 feet	4 pounds/foot	2 by 2 by 30 inches

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

- (i) *Silt Dikes.* Silt dikes shall be premanufactured triangular shaped urethane foam covered with a woven geotextile fabric. The fabric aprons shall extend a minimum of two feet beyond each side of the triangle.

Each silt dike shall have the following dimensions:

Dimension	Length
Center height	8 to 10 inches
Base	16 to 21 inches
Section length	3 to 7 feet
Section width including fabric extensions	5.6 feet

Staples shall be 6 gauge and at least 8 inches long.

- (j) *Concrete Washout Structure.* The Contractor shall construct a washout structure that will contain washout from concrete placement and construction equipment cleaning operations. Embankment required for the concrete washout structure may be excavated material, provided that this material meets the requirements of Section 203 for embankment.

Fabricated concrete washout structures may be used. Fabricated concrete washouts are pre-manufactured watertight containers designed to contain liquid and solid waste from concrete washout. Only the fabricated concrete washout structures listed on CDOT's Approved Product List may be used. After use, the structure shall be removed from the project site and disposed of at the Contractor's expense.

- (k) *Vehicle Tracking Pad.* Aggregate for the vehicle tracking pad shall be crushed natural aggregate with at least two fractured faces that meets the following gradation requirements:

Sieve size	Percent by weight Passing Square Mesh Sieves
75 mm (3 inch)	100
50 mm (2 inch)	0-25
19.0 mm (¾ inch)	0-15

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

Geotextile (Erosion Control) shall be Class 2 and conform to the requirements of subsection 420.02.

- (l) *Gravel Bag.* Gravel bags shall consist of aggregate filled fabric with the following dimensions:

Diameter	4 to 6 inches
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**Section Length** 1 foot minimum

The sediment control device 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

Aggregate contained in the gravel bags shall consist of gravel or crushed stone conforming to Table 703-7 for Class C.

(m) *Storm Drain Inlet Protection.* Storm drain inlet protection for curb inlets shall consist of aggregate filled fabric with the following dimensions:

Storm Drain Inlet Protection Properties	Protection Type	
	<sup>1</sup> Type I	<sup>2</sup> Type II
Diameter	4 in.	4 in.
Minimum Section Length	7 ft.	5 ft.
Apron Insert	---	30 in. or sized to grate
<sup>1</sup> Type I protection shall be used with Inlet Type R.		
<sup>2</sup> Type II protection shall be used with Inlet Type 16.		

The inlet protection device shall consist of a woven geotextile fabric with the following properties:

Property	Test Method	Unit	Requirement
Grab tensile strength	ASTM D 4632	lbs.	minimum 450x300
Trapezoid Tear Strength	ASTM D 4533	lbs.	minimum 160x170
Mullen Burst Strength	ASTM D 3786	lbs.	550
Percent Open Area	COE-22125-86	%	10
Water Flow Rate	ASTM D 4491	gal./min./ft.	210
Ultraviolet Resistance	ASTM D 4355	%	90

Storm drain inlet protection shall have an approximate weight of 7 to 10 pounds per linear foot of device. The device shall be capable of conforming to the shape of the curb. Aggregate contained in the storm drain inlet device shall consist of gravel or crushed stone conforming to Table 703-7 for Class C.

**CONSTRUCTION REQUIREMENTS****208.03 Project Review, Schedule, and Erosion Control Supervisor**

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

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

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

Prior to construction the Contractor shall implement BMPs in accordance with the approved project schedule as described in subsection in 208.03(b).

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

(a) *Project Review.* The Contractor may submit modifications to the Contract's BMPs in a written proposal to the Engineer. The written proposal shall include the following information:

- (1) Reasons for changing the BMPs.
- (2) Diagrams showing details and locations of all proposed changes.
- (3) List of appropriate pay items indicating new and revised quantities.
- (4) Schedules for accomplishing all erosion and sediment control work.
- (5) Effects on permits or certifications caused by the proposed changes.

The Engineer will approve or reject the written proposal in writing within 5 working days after the submittal. The Engineer may require additional control measures prior to approving the proposed modifications.

(b) *Erosion and Sediment Control Activities.* The erosion and sediment control activities shall be included in the CPM or bar chart project schedule. The project schedule shall specifically indicate the sequence of clearing and grubbing, earthwork operations, and construction of temporary and permanent erosion control features and stabilization. The project schedule shall include erosion and sediment control work for haul roads, borrow pits, storage and plant sites, and all areas within the project limits.

If during construction the Contractor proposes changes which would affect the Contract's BMPs, the Contractor shall propose revised BMPs to the Engineer for approval in writing. If necessary, the ECS shall update proposed sequencing of major activities in the SWMP. Revisions shall not be implemented until the proposed measures have been approved in writing by the Engineer.

(c) *Erosion Control 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 an ECS training program authorized by the Department. Proof that this requirement has been met shall be submitted to the Engineer prior to or at the environmental preconstruction conference. A list of authorized ECS training programs will be provided by the Engineer upon request by the Contractor. 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*.

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The ECS's responsibilities shall be as follows:

- (1) Ensure compliance with the Stormwater Construction Permit.
- (2) Supervise the installation, construction, and maintenance of all BMPs specified in the Contract and coordinate the construction of BMPs with all other construction operations.
- (3) Direct the implementation of suitable temporary erosion and sediment control features as necessary to correct unforeseen conditions or emergency situations. Direct the dismantling of those features when their purpose has been fulfilled unless the Engineer directs that the features be left in place.
- (4) Inspect with the Superintendent and the Engineer the stormwater management system at least every 14 calendar days. Post storm event inspections shall be conducted within 24 hours after the end of any precipitation or snow melt event that may cause surface erosion. If no construction activities will occur following a storm event, post-storm event inspections shall be conducted prior to commencing construction activities, but no later than 72 hours following the storm event. The occurrence of any such delayed inspection must be documented in the inspection report. CDOT Form 1176 shall be used for all 14 day inspections and inspections following storm events.

Inspections are not required at sites when construction activities are temporarily halted, when snow cover exists over the entire site and melting conditions do not pose a risk of surface erosion. This exception is applicable only during the period where melting conditions do not exist, and applies to the routine 14-day and monthly inspections, as well as the post-storm event inspections. The following information shall be documented on CDOT Form 1176 for use of this exclusion: dates when snow cover occurred, date when construction activities ceased, and date melting conditions began.

- (i) 14 day

- (5) Attend the Preconstruction Conference, project scheduling meetings and other meetings regarding construction that could impact water quality, Coordinate with the Superintendent to implement necessary actions to reduce anticipated or presently existing water quality or erosion problems resulting from construction activities.
- (6) Coordinate with the Superintendent to ensure that all labor, material, and equipment needed to install, maintain, and remove BMPs are available as needed.
- (7) During construction, update and record the following items on the SWMP site map as changes occur:
  - (i) Construction boundaries.
  - (ii) Areas of disturbance.
  - (iii) Areas used for storage of construction materials, equipment, soils, or wastes.
  - (iv) Location of any dedicated asphalt or concrete batch plants.
  - (v) Location of construction offices and staging areas.
  - (vi) Location of work access routes during construction.
  - (vii) Location of borrow and waste.
  - (viii) Location of temporary and permanent stabilization

The ECS shall start a new site map before the current one becomes illegible. All site maps shall remain in the SWMP notebook.

- (8) Amend the SWMP whenever there are: additions, deletions, or changes in locations of BMPs. SWMP revisions shall be recorded immediately. Items shall be dated and signed at time of occurrence. Specifically, amendments shall include the following:
  - (i) A change in design, construction, operation, or maintenance of the site which would require the implementation of new or revised BMPs; or

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

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

All inspection and maintenance activities or other repairs shall be documented. The SWMP and documentation shall be kept on the project site.

- (9) Modify the site map with arrows to indicate direction of surface and storm water flowing across the project site.
- (10) When adding or revising BMPs on the SWMP, add a narrative explaining what, when, where, why, and how the BMP is being used, and add a detail to the SWMP notebook.
- (11) If using existing topography, vegetation, etc. as a BMP, label it as such on the SWMP site map; add a narrative as to when, why, and how the BMP is being used to the SWMP.
- (12) Cross out all BMPs on standard plan M-208-1 in the SWMP notebook that do not apply or highlight those details on Standard Plan M-208-1 that apply to the project.
- (13) Record on the SWMP, and implement the approved plan for concrete and asphalt saw cutting, grinding, and milling containment and removal.
- (14) Update the potential pollutants list in the SWMP notebook and Spill Prevention, Control, and Countermeasure Plan (SPCC) throughout construction.

Spills, leaks, or overflows that result in the discharge of pollutants shall be documented on the Form 1176 by the ECS. The ECS shall record the time and date, weather conditions, reasons for spill, and how it was remediated.

The ECS shall immediately report to the Engineer the following instances of noncompliance:

- (1) Noncompliance which may endanger health or the environment;
- (2) Spills or discharge of hazardous substance or oil which may cause pollution of waters of the State;
- (3) Discharge of stormwater which may cause an exceedance of a water quality standard.

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

1. SWMP Notebook. The Engineer will provide a SWMP Notebook, which is and shall remain the property of CDOT. CDOT will provide the items available at the time of the award including the first 4 items below. The notebook will be stored in the CDOT field office or at another on-site location approved by the Engineer. The following Contract documents and reports shall be kept, maintained, and updated in the notebook by the ECS:
  - (1) SWMP Plan Sheets.
  - (2) SWMP site map and project plan title sheet.
  - (3) Copies of subsection 107.25, and Sections 207, 208, 212, 213, and 216 of the Standard Specifications, and the standard and project special provisions that modify them.
  - (4) Standard Plan M-208-1.
  - (5) Details of BMPs used on the project not covered in Standard Plan M-208-1.
  - (6) Plan sheets and specifications for permanent water quality structures, riprap, and temporary stream crossings.
  - (7) Narratives related to BMPs used on the project not covered on the SWMP plans or site maps.
  - (8) Calendar for marking when all inspections except the daily inspections take place.
  - (9) All project environmental permits and associated applications and certifications, including, CDPS-SCP, Senate Bill 40, USACE 404, dewatering, and all other permits applicable to the

project, including any separate CDPS-SCP obtained by the Contractor for staging area on private property, asphalt or concrete plant, etc.

- (10) List of potential pollutants as described in subsection 107.25.
- (11) SPCC and reports of reportable spills submitted to CDPHE.
- (12) Form 1176 Inspection reports Form 105s and all other correspondence relating to water quality.
- (13) Description of inspection and maintenance methods implemented at the site to maintain all BMPs identified in the SWMP.
- (14) Schedule for accomplishing temporary and permanent erosion control work in accordance with subsection 208.03(b), the weekly meeting agenda, and the meeting sign in sheet.
- (15) Erosion Control Supervisor's certification and Superintendent's ECS certification if acting as a substitute for the ECS for daily inspections.
- (16) Project photographs documenting existing vegetation prior to construction commencing.

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

## 2. Reference Materials

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

### **208.04 Best Management Practices for Stormwater.**

The ECS shall modify the SWMP to clearly describe and locate all BMPs implemented at the site to control potential sediment discharges from vehicle tracking.

Vehicle tracking pads shall be used at all vehicle and equipment access points to the site to prevent sediment exiting the project site onto paved public roads. Access shall be provided only at locations approved by the Engineer. The ECS shall record vehicle tracking pad locations on the SWMP site map.

New inlets and culverts shall be protected during their construction. Appropriate protection of each culvert and inlet shall be installed immediately upon its completion. When riprap is called for at the outlet of a culvert, it shall be installed within 24 hours of completion of each pipe. The Contractor shall remove sediment, millings, debris, and other pollutants from within the newly constructed drainage system, prior to use, at the Contractor's expense.

Concrete wasted on the ground during construction shall be collected, removed from the project site, and disposed of properly. Wasted concrete includes excess concrete removed from forms, spills, slop, and all other unused concrete that ends up on the ground.

- (a) *Unforeseen Conditions*. The Contractor shall design and implement erosion and sediment control measures for correcting conditions unforeseen during the design of the project, or for emergency situations, that develop during construction. The Department's "Erosion Control and Stormwater Quality Guide" shall be used as a reference document for the purpose of designing erosion and sediment control measures. Measures and methods proposed by the Contractor shall be reviewed and approved in writing by the Engineer prior to installation.
- (b) *Other Agencies*. If CDPHE, US Army Corps of Engineers (USACE), or the Environmental Protection Agency (EPA) reviews the project site and requires additional measures to prevent and control erosion, sediment, or pollutants, the Contractor shall cease and desist activities resulting in pollutant discharge and immediately implement these measures.
- (c) *Work Outside the Right of Way*. Disturbed areas, including staging areas that are outside CDOT ROW and outside easements acquired by CDOT for construction are the responsibility of the Contractor. These areas are subject to a separate CDPS-SCP. The Contractor shall acquire these

permits and submit copies to the Engineer prior to any disturbance. These permits shall be acquired and all erosion and sediment control work performed at the Contractor's expense.

- (d) *Construction Implementation.* The Contractor shall incorporate BMPs into the project as outlined in the accepted schedule.
- (e) *Stabilization.* The surface area of erodible earth material exposed at one time by clearing and grubbing, and earthwork operations shall not exceed 34 acres. Once earthwork has begun on a section, it shall be pursued until completion.

Clearing and grubbing operations shall be scheduled and performed so that grading operations and final stabilization measures can follow immediately thereafter if the project conditions permit. Otherwise temporary stabilization measures shall be taken between successive construction stages. Additional work required because the Contractor has failed to properly coordinate the entire erosion control schedule, thus causing previously seeded areas to be disturbed by operations that could have been performed prior to the seeding shall be performed at the Contractor's expense.

- 1. *Temporary Stabilization.* Temporary stabilization is defined as the covering of disturbed areas with seeding, mulching with a tackifier, surface roughening, soil binder, or a combination thereof. Other temporary soil stabilization techniques may be proposed, in writing, by the Contractor and used when approved in writing by the Engineer.

Disturbed areas where work is temporarily halted shall be temporarily stabilized immediately after the activity ceases for the day.

Temporary stabilization of areas where work is temporarily halted shall consist of one of the following:

- (1) surface roughening
- (2) vertical tracking
- (3) placing 1.5 tons of certified weed free forage hay or straw mulching per acre which shall be mechanically crimped into the soil in combination with an organic mulch tackifier
- (4) placing soil binder
- (5) placing cellulose fiber mulch with tackifier
- (6) placing a spray-on mulch blanket
- (7) using a combination from items (1) – (6), as approved.

Disturbed surfaces outside the pavement limits slope shall be left in a surface roughened or vertically tracked condition at the end of each shift.

Subgrade within the pavement limits that will remain uncovered by surfacing more than seven days shall be protected by an approved BMP.

Payment for temporary stabilization will be made at the contract unit price if the work is interrupted due to no fault or negligence of the Contractor. Payment will not be made for temporary stabilization required by Contractor's negligence, by the lack of proper Contractor scheduling or for the convenience of the Contractor.

- 2. *Final Stabilization.* Final stabilization is defined as the covering of disturbed areas with final seeding, mulching with tackifier, soil retention blankets, or a combination thereof as required by the Contract. Other final stabilization techniques may be proposed by the Contractor, in writing, and used when approved in writing by the Engineer.

Final stabilization shall begin within 48 hours after topsoil placement, soil conditioning, or combination thereof starts and shall be pursued to completion.

If approved by the Engineer, slopes from the edge of pavement to the point of slope selection may be left unseeded until paving has been completed. Unseeded slopes shall be temporarily stabilized as approved by Engineer.

3. Summer and winter stabilization. During the summer and winter when seeding is not allowed, temporary stabilization shall be placed. Temporary stabilization shall consist of one of the following:

- (1) surface roughening in combination with one of the items (3) thru (6)
- (2) vertical tracking in combination with one of the items (3) thru (6)
- (3) placing 1.5 tons of certified weed free forage hay or straw mulching per acre which shall be mechanically crimped into the soil in combination with an organic mulch tackifier
- (4) placing soil binder
- (5) placing cellulose fiber mulch with tackifier
- (6) placing a spray-on mulch blanket

(f) *Maintenance.* Erosion and sediment control practices and other protective measures identified in the SWMP as BMPs for stormwater pollution prevention shall be maintained in effective operating condition. BMPs shall be continuously maintained in accordance with good engineering, hydrologic and pollution control practices, including removal of collected sediment when silt depth is 50 percent or more of the height of the erosion control device. Removal and disposal of sediment shall be in accordance with subsection 208.04(g). When possible, the Contractor shall use equipment with an operator rather than labor alone to remove the sediment.

Maintenance of erosion and sediment control devices shall include replacement of such devices upon the end of their useful service life as recommended by the ECS and approved by the Engineer. Maintenance of rock check dams and vehicle tracking pads shall be limited to removal and disposal of sediment or addition of aggregate.

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

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

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

Temporary BMPs shall be removed upon completion of the project unless otherwise directed by the Engineer. If removed, the area in which these BMPs were constructed shall be returned to a condition similar to that which existed prior to its disturbance. Removed BMPs shall become the property of the Contractor.

If a project delay occurs, the Contractor shall be responsible to continue erosion and sediment control operations beyond the original contract time.

Sediment removed during maintenance of BMPs may be used in or on embankment, provided it meets conditions of Section 203, or it shall be wasted in accordance with subsection 107.25.

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

Material from pavement saw cutting operations shall be cleaned from the roadway surface during operations using a vacuum. A BMP, such as a berm, shall be placed to contain slurry from joint flushing operations until the residue can be removed from the soil surface. Residue shall be removed and disposed of in accordance with subsection 107.25(b) 11. Erosion logs or other permeable BMPs shall not be used. Material containment and removal will not be paid for separately, but shall be included in the work.

**208.05 Construction of BMPs.** BMPs shall be constructed in accordance with the following.

- (a) *Seeding, Mulching, Sodding, Soil Retention Blanket.* Seeding, mulching, sodding, and soil retention blanket shall be performed in accordance with Sections 212, 213, and 216.
- (b) *Erosion Bales.* The bales shall be shall be anchored securely to the ground with wood stakes.
- (c) *Silt Fence.* Silt fence shall be installed in locations specified in the Contract prior to any grubbing or grading activity.
- (d) *Temporary Berms.* Berms shall be constructed to the dimensions shown in the Contract, graded to drain to a designated outlet, and sufficiently compacted to prevent erosion or failure. If the berm erodes or fails, it shall be immediately repaired or replaced at the Contractor's expense.
- (e) *Temporary Diversion.* Diversions shall be constructed to the dimensions shown in the Contract, and graded to drain to a designated outlet. The berm shall be sufficiently compacted to prevent erosion or failure. If the diversion erodes or fails, it shall be immediately repaired or replaced at the Contractor's expense.
- (f) *Temporary Slope Drains.* Temporary slope drains shall be installed prior to installation of permanent facilities or growth of adequate ground cover on the slopes. All temporary slope drains shall be securely anchored to the slope. The inlets and outlets of temporary slope drains shall be protected to prevent erosion.
- (g) *Silt Berm.* Prior to installation of silt berms, the Contractor shall prepare the surface of the areas in which the berms are to be installed such that are they free of materials greater than 2 inches in diameter and are suitably smooth for the installation of the silt berms, as approved.  

Silt berms shall be secured with spikes. A minimum one spike per foot shall be installed on both sides of each silt berm and in accordance with the manufacturer's recommendations. The Contractor shall install the silt berm in a manner that will prevent water from going around or under the silt berm. Silt berms shall be installed on top of soil retention blanket.
- (h) *Rock Check Dam.* Rock shall be installed at locations shown on the plans. Rock check dams shall conform to the dimensions shown on the plans.
- (i) *Rip rap Outlet Protection.* Geotextile used shall be protected from cutting or tearing. Overlaps between two pieces of geotextile shall be 1 foot minimum. Rip rap size shall be as shown on the plans.
- (j) *Storm Drain Inlet Protection.* Prior to installation, the Contractor shall sweep the surface of the area in which the storm drain inlet protection devices are to be installed such that the pavement is free of sediment and debris. The ends of the inlet protection shall extend a minimum of 1 foot past each end of the inlet.  

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

The Contractor shall protect storm drain facilities adjacent to locations where pavement cutting operations involving wheel cutting, saw cutting, sand blasting, or abrasive water jet blasting are to take place.
- (k) *Sediment Trap.* Sediment traps shall be installed to collect sediment laden water and to minimize the

potential of pollutants leaving the project site. Locations shall be as shown on the plans or as directed.

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

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

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

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

- (l) *Erosion Logs.* Erosion logs shall be embedded 2 inches into the soil. Stakes shall be embedded to a minimum depth of 12 inches. At the discretion of the Engineer, a shallower depth may be permitted if rock is encountered.

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

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

- (n) *Concrete Washout Structure Design.* The concrete washout structure shall meet or exceed the dimensions shown on the plans or be used in accordance with manufacturer's recommendations. Work on this structure shall not begin until written acceptance is provided by the Engineer.

Earthen in ground concrete washout structures shall meet the following requirements:

- (1) Structure shall contain all washout water.
- (2) Stormwater shall not carry wastes from washout and disposal locations.
- (3) The site shall be located a minimum of 50 horizontal feet from state waters and shall meet all requirements for containment and disposal as defined in subsection 107.25.
- (4) The site shall be signed as "Concrete Washout".
- (5) The site shall be accessible to appropriate vehicles.
- (6) The bottom of excavation shall be a minimum of five feet vertical above groundwater or, alternatively, excavation must be lined with an impermeable synthetic liner that is designed to control seepage to a maximum rate of  $10^{-6}$  centimeters per second.
- (7) Freeboard capacity shall be included into structure design to reasonably ensure the structure will not overtop during or because of a precipitation event.
- (8) The Contractor shall prevent tracking of washout material out of the washout structure.
- (9) Solvents, flocculents, and acid shall not be added to wash water.
- (10) The use of an in ground concrete washout site shall be less than one year.
- (11) The structure shall be fenced with orange plastic construction fencing to provide a barrier to construction equipment and to aid in identification of the concrete washout area.
- (12) Concrete waste, liquid and solid, shall not exceed 2/3 the storage capacity of the washout structure

Fabricated concrete washout structures shall meet the following requirements.

- (1) Structure shall contain all washout water.
- (2) The site shall be located a minimum of 50 horizontal feet from state waters and shall meet all requirements for containment and disposal as defined in subsection 107.25.
- (3) The site shall be delineated with orange plastic fence or other means and signed as "Concrete Washout".

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- (4) The site shall be accessible to appropriate vehicles.
- (5) Freeboard capacity shall be included into structure design to reasonably ensure the structure will not overtop during or because of a precipitation event.
- (6) Solvents, flocculants, and acid shall not be added to wash water.
- (7) Concrete waste, liquid and solid, shall not exceed 2/3 the storage capacity of the washout structure.

The concrete washout structure shall be completed and ready for use prior to concrete placement operations.

Washout areas shall be checked by the ECS and maintained as required. On site permanent disposal of concrete washout waste is not allowed.

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

- (o) *Vehicle Tracking Pad.* Vehicle tracking pads shall be constructed to the minimum dimensions shown in the Contract, unless otherwise directed by the Engineer. Construction of approved vehicle tracking pads shall be completed before any excavation or work begins.  
  
The Contractor shall maintain each vehicle tracking pad during the entire time that it is in use for the project. The vehicle tracking pad shall be removed at the completion of the project unless otherwise directed by the Engineer.
- (p) *Detention Pond.* Permanent detention ponds shown on the construction plans may be used as temporary BMPs if all the following conditions are met:
  - (1) The pond is designated as a construction BMP in the SWMP.
  - (2) The pond outfall and outlet are designed and implemented for use as a BMP during construction in accordance with good engineering, hydrologic, and pollution control practices. The stormwater discharges from the outfall shall not cause degradation or pollution of state waters, and shall have BMPs, as appropriate.
  - (3) The pond is inspected and maintained.
  - (4) All silt shall be removed and the pond returned to the design grade and contour prior to project acceptance.
- (q) *Gravel Bag.* Gravel bags shall be placed on a stable surface, consisting of pavement, grass or aggregate. Gravel bags shall be placed to conform to the surface without gaps. Discharge water shall not cause erosion.
- (r) *Surface roughening.* Surface roughening creates grooves along the contour of the slope. Roughening may be accomplished by furrowing, scarifying, ripping or disking the soil surface to create a 2 to 4 inch minimum variation in soil surface. Sands or soils that are primarily rock need not be roughened. Surface roughening will not be paid for separately, but shall be included in the work.
- (s) *Vertical Tracking.* Vertical tracking involves driving a tracked vehicle up and down the soil surface and creating horizontal grooves and ridges. Sands or soils that are primarily rock need not be tracked. Vertical tracking will not be paid for separately, but shall be included in the work.

**208.06 Materials Handling and Spill Prevention.** The ECS shall clearly describe and record on the SWMP, all practices implemented at the site to minimize impacts from procedures or significant material that could contribute pollutants to runoff. Areas or procedures where potential spills can occur shall have spill contingency plans in place as specified in subsections 107.25(b)5 or 208.06(c).

- (a) Bulk storage structures for petroleum products and other chemicals shall have impervious secondary containment or equivalent adequate protection so as to contain all spills and prevent any spilled material from entering state waters. Secondary containment shall be capable of containing the volume of the storage structures plus at least 10 percent freeboard. If secondary containment is

used and results in accumulation of stormwater within the containment, a plan shall be implemented to properly manage and dispose of accumulated stormwater.

- (b) The Contractor shall inspect equipment, vehicles, and repair areas daily to ensure petroleum, oils, and lubricants (POL) are not leaking onto the soil or pavement. Absorbent material or containers approved by the Engineer shall be used to prevent leaking POL from reaching the soil or pavement. The Contractor shall have onsite approved absorbent material or containers of sufficient capacity to contain any POL leak that can reasonably be foreseen. All materials resulting from POL leakage control and cleanup shall become the property of the Contractor and shall be removed from the site. Control, cleanup, and removal of by-products resulting from POL leaks shall be performed at the Contractor's expense.
- (c) Spill Prevention, Control, and Countermeasure Plan shall be developed and implemented to establish operating procedures for handling potential pollutants and preventing spills.

The Spill Prevention, Control, and Countermeasure Plan shall contain the following information:

- (1) Identification and contact information of the ECS and the Contractor and CDOT spill cleanup coordinators.
- (2) Locations of areas on project site where equipment fueling and servicing operations are permitted.
- (3) Location of cleanup kits.
- (4) Quantities of chemicals and locations stored on site.
- (5) Label system for chemicals and Materials Safety Data Sheets (MSDS) for products.
- (6) Clean up procedures to be implemented in the event of a spill that does not enter state waters or ground water.
- (7) Procedures for spills of any size that enter surface waters or ground water, or have the potential to do so. CDOT's Erosion Control and Stormwater Quality Guide (current edition) contains Spill notification contacts and phone numbers required in the SPCC.
- (8) A summary of the employee training provided.
- (9) Information in items (1) through (8) shall be updated when it changes.

**208.07 Stockpile Management.** Material stockpiles shall be located away from sensitive areas and shall be confined so that no potential pollutants will enter state waters or conveyances to state waters (e.g., ditches). Locations shall be approved by the Engineer.

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

**208.08 Limits of Disturbance.** The Contractor shall limit construction activities to those areas within the limits of disturbance shown on the plans and cross-sections. Construction activities, in addition to the Contract work, shall include the on-site parking of vehicles or equipment, on-site staging, on-site batch plants, haul roads or work access, and all other action which would disturb existing conditions. Off road staging areas must be pre-approved by the Engineer, unless otherwise designated in the Contract. Construction activities beyond the limits of disturbance due to Contractor negligence shall be restored to the original condition by the Contractor at the Contractor's expense. The ECS shall tabulate additional disturbances not identified in the SWMP and indicate locations and quantities on the SWMP and report to the Engineer.

The Contractor shall pursue and stabilize all disturbances to completion.

**208.09 Failure to Perform Erosion Control.** Failure to implement the Stormwater Management Plan is a violation of the CDPS – SCP and CDOT specifications. Penalties may be assessed to the Contractor by the appropriate agencies. All fines assessed to the Department for the Contractor's failure to implement the SWMP will be deducted from moneys due the Contractor in accordance with subsection 107.25(c) 2.

**208.10 Items to Be Accomplished Prior to Final Acceptance.**

- (a) *Reclamation of Washout Areas.* After concrete operations are complete, washout areas shall be reclaimed in accordance with subsection 208.05(n) at the Contractor's expense.
- (b) *Project Walk Through.* Prior to final acceptance, a final walk through of the project shall occur with the Superintendent, the ECS, and the Engineer. At this time final stabilization shall be reviewed and BMPs shall be inspected for needed cleaning, maintenance, or removal. Areas will be inspected for any additional BMPs that may be required. Permanent BMPs shown on the plans shall be inspected to confirm that as constructed location, condition, and other plan requirements have been met. Any required work will be listed by the Project Engineer and shall be performed in accordance with subsection 105.21.
- (c) *Removal of Temporary BMPs.* Temporary BMPs subject to removal shall be determined at the final walk through of the project and removed by the Contractor.
- (d) Upon completion of work required by walk through the ECS shall modify the SWMP to provide an accurate depiction of what remains on the project site.

**208.11 Erosion bales and will be measured by the actual number installed and accepted.**

Silt fence, silt berms, erosion logs, gravel bags, silt dikes, temporary berms, rock check dams, temporary diversions, and temporary slope drains, will be measured by the actual number of linear feet that are installed and accepted.

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

Storm drain inlet protection will be measured by the linear foot of storm drain inlet protection device installed and accepted.

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

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

Erosion Control Supervisor will be measured by one of the following two methods; the method will be shown on the bid schedule:

- (1) The total number of hours the ECS is required to be on the project performing the duties outlined in subsection 208.03(c) specific to this project. The Contractor shall record the tasks that were performed by the Erosion Control Supervisor and the hours that were required to complete each task. The records shall be submitted to the Engineer weekly, after completion of the work, for approval and acceptance.
- (2) The total number of authorized 24 hour days used for erosion control services specific to this project. An authorized 24 hour day of ECS will be every calendar day that the ECS is required to be on the project performing the duties outlined in subsection 208.03(c). The Contractor shall record the tasks that were performed by the Erosion Control Supervisor. The records shall be submitted to the Engineer, weekly, after completion of the work, for approval and acceptance.

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

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

**208.12 Erosion Control Supervisor and BMPs will be paid for at the Contract unit price for each of the items listed below that appear in the bid schedule.**

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Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Concrete Washout Structure	Each
Erosion Bales (Weed Free)	Each
Erosion Control Supervisor	Day
Erosion Control Supervisor	Hour
Erosion Log ( ____ Inch)	Linear Foot
Gravel Bag	Linear Foot
Removal and Disposal of Sediment (Equipment)	Hour
Removal and Disposal of Sediment (Labor)	Hour
Removal of Trash	Hour
Rock Check Dam	Each
Sediment Trap	Each
Silt Berm	Linear Foot
Silt Dike	Linear Foot
Silt Fence	Linear Foot
Storm Drain Inlet Protection (Type__)	Linear Foot
Sweeping (Sediment Removal)	Hour
Temporary Berm	Linear Foot
Temporary Diversion	Linear Foot
Temporary Slope Drains	Linear Foot
Vehicle Tracking Pad	Each

Temporary erosion control will be measured and paid for by the BMPs used, except that surface roughening and vertical tracking will not be measured and paid for separately.

Payment for each BMP item will be full compensation for all work and materials required to furnish, install, maintain, remove, and dispose of it.

Payment for concrete washout structure, whether constructed or prefabricated, will be full compensation for all work and materials required to install, maintain, and remove the item. This includes, but is not limited to: excavation, embankment, liner, erosion bales, fencing, signing, and containment and disposal of concrete washout and all other associated waste material.

Payment for *Erosion Control Supervisor* will be full compensation for the erosion control supervisor and all materials and equipment necessary for the ECS to perform the work. The ECS's commute time will not be measured and paid for separately, but shall be included in the work.

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

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

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

Spray-on mulch blankets required by the Contract will be measured and paid for in accordance with Section 213.

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

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

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

Payment for vehicle tracking pad will be full compensation for all work, materials and equipment required to construct, maintain, and remove the entrance upon completion of the work. Aggregate and geotextile will not be measured and paid for separately, but shall be included in the work. Replacement aggregate for vehicle tracking pads will be measured and paid for by the ton in accordance with Section 304.

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

Work performed to install measures for the control of erosion and sedimentation, and water pollution, for which there is no bid item originally included in the Contract will be considered extra work in accordance with subsection 104.03.

Temporary erosion and pollution control measures required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or ordered by the Engineer or for the Contractor's convenience, shall be performed at the Contractor's expense.

If the Contractor fails to complete construction within the approved contract time, payment will not be made for Section 208 pay items for the period of time after expiration of the approved contract time. These items shall be provided at the Contractor's expense.

## **SECTION 1025**

### **MEASUREMENT AND PAYMENT**

Measurement and Payment for all bid items shall be in accordance with Section 1025, Measurement and Payment, and shall take precedence over the measurement and payment sections of the Standard Specifications.

#### **1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE**

A. Bid Form.

#### **1.2 MEASUREMENT OF PAY QUANTITIES**

A. The Contractor shall make all measurements and determine all quantities and amounts of work done under the Contract subject to approval by the Engineer. At the time measurements are made for quantity determinations, the Contractor or his authorized assistant shall be present to verify such measurements. From quantity figures so ascertained, it will be the Contractor's responsibility to prepare a monthly periodical estimate of the work accomplished to date. This estimate shall be submitted to the Engineer each month for his review and check not later than the date established at the pre-construction conference. The form of such monthly estimates is to be subject to the approval of the Engineer.

B. No measurement will be made for:

1. Work performed or materials placed outside of lines indicated in the plans or established by the Engineer.
2. Material wasted, used, or disposed of in a manner not called for under the contract.
3. Rejected materials (including material rejected

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after it has been placed, if the rejection is due to the contractor's failure to comply with the provisions of the contract).

4. Hauling and disposing of rejected materials.
5. Materials on hand after completion of the work.
6. Any other work or material when payment is contrary to any provision of the contract.
7. All incidental costs necessary for proper performance of the work.

**1.3 ESTIMATED QUANTITIES**

A. The estimated quantities shown in the bid form are estimates only, being given only as the basis for comparison of the bids, and the City does not warrant, expressly or by implication, that the actual amount of work will correspond therewith. The right to increase or decrease the amount of any class or portion of the work or to make changes in the work required as may be deemed necessary is reserved by the City as provided elsewhere in these specifications. The basis of payment will be the actual unit bid items of work performed and measured in accordance with the contract. All prospective bidders should note that certain bid items may be included in the Bid Form to establish a unit price should the use of those items become necessary during construction. Allowance will not be made for loss of anticipated profits of additional compensation should the use of these items be deemed unnecessary.

**1.4 PAYMENT FOR LUMP SUM ITEMS**

A. Measurement shall be for work actually complete.

**1.5 PAYMENT FOR MATERIAL ON HAND**

A. Partial payments may be made on monthly estimates to the extent of 90 percent of the cost of materials not yet incorporated in the completed work, if the materials conform to the following requirements:

1. Meet the requirements of the Contract based upon inspections or testing by the Engineer, and
2. Are delivered to or stockpiled in the vicinity of the project or other storage site(s) specifically approved by the Engineer, and
3. Are properly stored, protected, and insured as to loss, damage, and title.

B. Material delivered to an off-site storage facility will be considered for partial payment only if:

1. The storage site has been approved by the Engineer.
2. The off-site storage of materials is required for more than thirty calendar days.
3. The material is tagged, labeled, or otherwise identified as belonging to the project.
4. The cost of transportation to the site is provided for in advance.

C. The cost of the material on hand will be determined by written evidence supplied by the Contractor in sufficient detail as will permit the Engineer to determine the Contractor's actual cost of the materials. The Contractor shall furnish the Engineer with an invoice prior to the progress payment.

**I. GENERAL**

**A. DESCRIPTION AND PAYMENT**

Payment will be made only for those items listed in the bid form. All other items required for the work shall be considered incidental to the construction.

**SCHEDULE G**

**ADDITIONAL BID ITEMS DESCRIPTIONS:**

**Bid Item No. 201: Clearing and Grubbing**

**(LS)**

**Measurement**

The quantity of clearing and grubbing to be paid for as a lump sum after the work is accepted by the Owner's Representative as complying with the plans and specifications. Clearing and grubbing shall be in accordance with Section 201 of the CDOT Standard Specifications for Road and Bridge Construction.

**Payment**

Payment shall be made at the applicable contract unit price for the Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for clearing and grubbing shall include scalping, removal and off-site disposal of vegetation and trees with trunks less than 3" diameter and debris within the limits of the project. All holes left behind shall be filled with suitable material to existing grade as directed by the Owner's Representative.

**Bid Item No. 203.1 Excavation (Haul)**

**(CY)**

The quantity of Excavation to be paid for will be determined by measurement of the number of cubic yards of material actually excavated and accepted by the Owner's Representative as complying with the plans and specifications. Excavation shall be in accordance with Section 201 of the CDOT Standard Specifications for Road and Bridge Construction.

**Payment**

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for Excavation shall include but not limited to any excavation, trench boxes, construction fencing, lighting, pumping, permits, traffic control, stock piling, backfilling, compaction, exporting or importing materials, and debris disposal perform the new construction. Payment shall be full compensation for excavation and subsequent backfill of materials removed All holes left behind shall be filled with suitable material to existing grade as directed by the Owner's Representative.

**Bid Item No. 207: Topsoil**

**(CY)**

**Measurement**

The quantity of Topsoil to be paid for will not be measured, but will be the quantities shown on the plans in cubic yards, completed and accepted by the Owner's Representative as complying with the plans and specifications. Plan quantity exceptions: (1) when field changes are ordered, or (2) when it is determined that there are discrepancies on the plans in an amount plus or minus 8 percent of the plan quantity.

Topsoil shall be in accordance with Section 207 of the CDOT Standard Specifications for Road and Bridge Construction.

**Payment**

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work in place

**Bid Item No. 208.1: Culvert Inlet Protection**

**(EA)**

**Measurement**

The quantity of Culvert Inlet Protection to be paid for will be determined by measurement of each straw bale actually installed and accepted by the Owner's Representative as complying with the plans and specifications. Erosion Bales shall be in accordance with Section 208 of the CDOT Standard Specifications for Road and Bridge Construction.

**Payment**

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for Culvert Inlet Protection shall include furnishing, installing, removing sediment, maintenance, and removing after completion of work. Anchors, excavation, stakes, and tie downs will not be paid for separately.

**Bid Item No. 208.2 Silt Fencing**

**(LF)**

**Measurement**

The quantity of Silt Fence to be paid for will be determined by measurement of the number of lineal feet of material actually constructed and accepted by the Owner's Representative as complying with the plans and specifications. Silt Fence shall be in accordance with Section 208 of the CDOT Standard Specifications for Road and Bridge Construction.

**Payment**

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for silt fence shall include furnishing, installing, removing after completion of work, trenching and all other items of work involved in construction of silt fence.

**Bid Item No. 208.3: Concrete Washout Structure**

**(EA)**

**Measurement**

The quantity of Concrete Washout Structure to be paid for will be determined by measurement of the number of concrete washout structures actually constructed and accepted by the Owner's Representative as complying with the plans and specifications. Concrete Washout Structure shall be in accordance with Section 208 of the CDOT Standard Specifications for Road and Bridge Construction.

**Payment**

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

**Bid Item No. 208.4: Vehicle Tracking Control**

**(EA)**

**Measurement**

The quantity of Vehicle Tracking Control to be paid for will be determined by measurement of the number of concrete washout structures actually constructed and accepted by the Owner's Representative as complying with the plans and specifications. Vehicle Tracking Control shall be in accordance with Section 208 of the CDOT Standard Specifications for Road and Bridge Construction.

**Payment**

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Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

**Bid Item No. 212.1: Seeding (Native) (AC)**

Measurement

The quantity of Seeding (Native) to be paid for will be determined by measurement of the number of acres of material actually seeded and accepted by the Owner's Representative as complying with the plans and specifications. Seeding (Native) shall be in accordance with Section 212 of the CDOT Standard Specifications for Road and Bridge Construction.

Payment

Payment for Bid Item shall include installation of seed, shipping, labor, equipment, tools and materials of installation to be completed and accepted. Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all shipping, labor, equipment, tools, and materials necessary to complete the work.

**Bid Item No. 212.2: Erosion Control Fabric (SY)**

Measurement

The quantity of Erosion Control Fabric to be paid for will be determined by measurement of the number of square yards of material actually installed and accepted by the Owner's Representative as complying with the plans and specifications.

Erosion Control Fabric shall be in accordance with Section 216.03 of the CDOT Standard Specifications for Road and Bridge Construction.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for Erosion Control Fabric shall include furnishing soil retention covering, including staples, trenching, anchors, backfill & compaction, complete in place and accepted.

**Bid Item No. 212.3: Mulching (AC)**

Measurement

The quantity of Mulching to be paid for will be determined by measurement of the number of acres of material actually seeded and accepted by the Owner's Representative as complying with the plans and specifications. Mulching shall be in accordance with Section 212 of the CDOT Standard Specifications for Road and Bridge Construction.

Payment

Payment for Bid Item shall include installation of mulch, weed and foreign matter removal, shipping, labor, equipment, tools and materials of installation to be completed and accepted. Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all shipping, labor, equipment, tools, and materials necessary to complete the work.

**Bid Item No. 212.4 Perimeter Fencing (LS)**

Measurement

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The quantity of Perimeter Fencing to be paid for shall be measured per lineal foot installed and in-place. Perimeter Fencing shall be installed in accordance with Section 212 (as revised December 23, 2008) of the CDOT Standard Specifications for Road and Bridge Construction.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and 212.4. Bid Item shall include full compensation for all shipping, labor, equipment, tools, and materials necessary to complete the work.

**Bid Item No. 212.5 Erosion Control Supervisor (LS)**

Measurement

The quantity of Erosion Control Supervisor to be paid for shall be lump sum. Erosion Control Supervisor shall be in accordance with Section 208 (as revised December 23, 2008) of the CDOT Standard Specifications for Road and Bridge Construction.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for the erosion control supervisor and all materials and equipment necessary for the erosion control supervisor to perform the work. This includes, but is not limited to, permitting, weekly compliance inspections, reporting, maintenance of all erosion control measures, sediment removal, and project close-out.

**Bid Item No. 214.1: 1-inch Caliper Trees (EA)**

Measurement

The quantity of 1-inch Caliper Trees to be paid for will be determined by actual number of trees installed and accepted by the Owner's Representative as complying with the plans and specifications. Tree Installation shall be in accordance with 2231 Tree Protection and Pruning (Revised 2005) of the City of Colorado Springs – Parks, Recreation, and Cultural Services Standard Specifications.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for 1-inch Caliper Trees shall include construction fencing, "T" posts, wood lumber, wire, pruning, and removal of protection elements at project close-out.

**Bid Item No. 304.1 Aggregate Base Course Shoulder (CY)**

Measurement

The quantity of Aggregate Base Course Shoulder to be paid for will not be measured, but will be the quantities shown on the plans in square yards, completed and accepted by the Owner's Representative as complying with the plans and specifications. Plan quantity exceptions: (1) when field changes are ordered, or (2) when it is determined that there are discrepancies on the plans in an amount plus or minus 8 percent of the plan quantity.

Aggregate Base Course Shoulder shall be in accordance with Section 304 of the CDOT Standard Specifications for Road and Bridge Construction.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work in place.

**Bid Item No. 304.2 ¾-inch Crushed Rock**

**(CY)**

**Measurement**

The quantity of ¾-inch Crushed Rock to be paid for will not be measured, but will be the quantities shown on the plans in square yards, completed and accepted by the Owner's Representative as complying with the plans and specifications. Plan quantity exceptions: (1) when field changes are ordered, or (2) when it is determined that there are discrepancies on the plans in an amount plus or minus 8 percent of the plan quantity.

¾-inch Crushed Rock shall be in accordance with Section 304 of the CDOT Standard Specifications for Road and Bridge Construction.

**Payment**

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work in place.

**Bid Item No. 406: HBP 4-inches Thick**

**(TON)**

**Measurement**

The quantity of HBP to be paid for will be determined by measurement of the number of square yards of material actually placed and the load tickets for HBP delivered to the site and accepted by the Owner's Representative as complying with the plans and specifications.

HBP 4-inches Thick shall be placed in accordance with City of Colorado Springs Engineering Standard Specifications.

**Payment**

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for HBP 4-inches Thick shall include furnishing HBP, scarifying, grade staking, compaction and finishing in place and accepted.

**Bid Item No. 506.1 18-inch D50 Soil/Riprap including filter fabric**

**(CY)**

**Measurement**

The quantity of 18-inch D50 Soil /Riprap including filter fabric specified in the Construction Drawings will be measured by the cubic yard. Cubic yards will be measured based on dimensions and detailing shown on the plans for each structure in cubic yards, completed and accepted by the Owner's Representative as complying with the plans and specifications. Plan quantity exceptions will be: (1) when field changes are ordered, or (2) when it is determined that there are discrepancies on the plans in an amount plus or minus 8 percent of the plan quantity for the structure.

**Payment**

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

**Bid Item No. 506.2: 3-4-foot Dia. Boulders**

**(LF)**

**Measurement**

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The quantity of 3-4-foot Dia. Boulders including filter fabric specified in the Construction Drawings will be measured by the cubic yard. Cubic yards will be measured based on dimensions and detailing shown on the plans for each structure in lineal feet, completed and accepted by the Owner's Representative as complying with the plans and specifications. Plan quantity exceptions will be: (1) when field changes are ordered, or (2) when it is determined that there are discrepancies on the plans in an amount plus or minus 8 percent of the plan quantity for the structure.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

**Bid Item No. 506.3 12-inch D50 Riprap Outlet Protection (CY)**

Measurement

The quantity of 12-inch D50 Riprap specified in the Construction Drawings will be measured by the cubic yard. Cubic yards will be measured based on dimensions and detailing shown on the plans for each structure in cubic yards, completed and accepted by the Owner's Representative as complying with the plans and specifications. Plan quantity exceptions will be: (1) when field changes are ordered, or (2) when it is determined that there are discrepancies on the plans in an amount plus or minus 8 percent of the plan quantity for the structure.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

**Bid Item No. 514.1: Bikeway Railings (LF)**

Measurement

The quantity of Bikeway Railings to be paid for will be determined by measurement of the lineal feet of the top railing actually constructed and accepted by the Owner's Representative as complying with the plans and specifications.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for Bikeway Railings shall include furnishing all materials, trenching, bedding, placement and assembly, backfill, compaction, and all other items of work involved in construction necessary to complete the work.

**Bid Item No. 514.2: Smooth Rail Fence (LF)**

Measurement

The quantity of Smooth Rail Fence to be paid for will be determined by measurement of the lineal feet of the top railing of fence actually constructed and accepted by the Owner's Representative as complying with the plans and specifications.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for 4" doweled post and

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rail fence shall include furnishing all materials, trenching, bedding, placement and assembly, backfill, compaction, and all other items of work involved in construction necessary to complete the work.

**Bid Item No. 604.1: City Std. 10-foot D10R Curb Inlet (EA)**

**Measurement**

The quantity of City Std. 10-foot D10R Curb Inlet to be paid for will be determined by actual number of inlets installed and accepted by the Owner's Representative as complying with the plans and specifications. Inlet installation shall be in accordance with City of Colorado Springs Engineering Standard Specifications.

**Payment**

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for of City Std. 10-foot D10R Curb Inlet shall include sub-grade preparation and compaction, concrete pouring, curing and finishing, ring and cover, ladder, steel reinforcing and embedments.

**Bid Item No. 604.2: City Std. 4-Dia. Manhole (EA)**

**Measurement**

The quantity of City Std. 4-foot diameter manholes to be paid for will be determined by actual number of manholes installed and accepted by the Owner's Representative as complying with the plans and specifications. Manhole installation shall be in accordance with City of Colorado Springs Engineering Standard Specifications.

**Payment**

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for of City Std. 4-foot Diameter manhole shall include sub-grade preparation and compaction, concrete pouring, curing and finishing, ring and cover, ladder, steel reinforcing and embedments.

**Bid Item No. 604.3: Adjust Manhole Cover and Valve Covers (EA)**

**Measurement**

The quantity of Adjust Manhole to be paid for will be determined by measurement of the number of Manhole Covers actually adjusted and accepted by the Owner's Representative as complying with the plans and specifications. Adjust Manhole Cover shall be in accordance with Section 240 of the City of Colorado Springs Standard Specifications, and with the Revision to Section 240 - Reset Structures.

**Payment**

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for adjusting Manhole Cover shall include but not limited to any raising, lowering, moving, removing masonry or concrete, adding brickwork, masonry or concrete, and resetting frames or rings and covers to fit the new construction. Payment shall be full compensation for excavation and subsequent backfill of materials removed.

**Bid Item No. 606.1: Remove Existing Guardrail (LF)**

Measurement

The quantity of Remove Existing Guardrail specified in the Construction Drawings will be measured by the square yard. Lineal footage will be measured based on dimensions and detailing shown on the plans for each structure in square yards, completed and accepted by the Owner's Representative as complying with the plans and specifications. Work includes the salvaging of the existing end terminal for later reinstallation. Plan quantity exceptions will be: (1) when field changes are ordered, or (2) when it is determined that there are discrepancies on the plans in an amount plus or minus 8 percent of the plan quantity for the structure.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work

**Bid Item No. 606.2: Standard Non-flared End Terminal (EA)**

Measurement

The quantity of Standard Non-flared End Terminal specified in the construction Drawings will be measured by the actual number of end terminals installed, completed and accepted by the Owner's Representative as complying with the plans and specifications. Installation shall be in accordance with CDOT Standard Specifications for Road and Bridge Construction.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work

**Bid Item No. 606.3: Type 7 Barrier (LF)**

Measurement

The quantity of Type 7 Barrier specified in the construction Drawings will be measured by the actual number of lineal feet installed, completed and accepted by the Owner's Representative as complying with the plans and specifications. Installation shall be in accordance with CDOT Standard Specifications for Road and Bridge Construction.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work

**Bid Item No. 606.4: Install Salvaged End Terminal (EA)**

Measurement

The quantity of Salvaged End Terminal specified in the construction Drawings will be measured by the actual number of salvaged end terminals installed, completed and accepted by the Owner's Representative as complying with the plans and specifications. Installation shall be in accordance with CDOT Standard Specifications for Road and Bridge Construction.

Payment

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Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work

**Bid Item No. 607.1: 6-foot Chainlink Fence and 28-foot Sliding gate (EA)**

Measurement

The quantity of: 6-foot Chainlink Fence and 28-foot Sliding gate specified in the construction drawings will be measured each, installed, completed and accepted by the Owner's Representative as complying with the plans and specifications. Installation shall include the reinstallation of 65 lineal feet of 6-foot chainlink fence using salvaged fabric and new posts 10-foot on center. Installation shall be in accordance with CDOT Standard Specifications for Road and Bridge Construction.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work

**Bid Item No. 607.2: Remove 6-foot Chainlink Fence and Salvage Fabric (LF)**

Measurement

The quantity of remove 6-foot Chainlink Fence and Salvage Fabric specified in the construction drawings will be measured against the actual lineal footage of chainlink fence installed, completed and accepted by the Owner's Representative as complying with the plans and specifications. Installation shall be in accordance with CDOT Standard Specifications for Road and Bridge Construction.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work

**Bid Item No. 607.3: Replace 6-foot Chainlink Fence and Salvaged Fabric (LF)**

Measurement

The quantity of Replace 6-foot Chainlink Fence and Salvaged Fabric specified in the construction drawings will be measured against the actual lineal footage of chainlink fence installed, completed and accepted by the Owner's Representative as complying with the plans and specifications. Installation shall include fence posts placed 10-feet on center. Installation shall be in accordance with CDOT Standard Specifications for Road and Bridge Construction.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work

**Bid Item No. 607.4: Barbed Wire Fence (LF)**

Measurement

The quantity of Remove Barbed Wire Fence specified in the construction drawings will be measured against the actual lineal footage of barbed wire fence removed as accepted by the Owner's Representative as complying with the plans and specifications. Installation shall be in accordance with CDOT Standard Specifications for Road and Bridge Construction.

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Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work

**Bid Item No. 607.5: Remove and Replace Post and Rail Assembly**

**(EA)**

Measurement

The quantity of Remove and Replace Post and Rail Assembly specified in the construction drawings will be measured against the actual number of post and rail assemblies removed and replaced as accepted by the Owner's Representative as complying with the plans and specifications. Installation shall be in accordance with CDOT Standard Specifications for Road and Bridge Construction.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work

**Bid Item No. 607.6: 6-foot Chainlink Fence**

**(LF)**

Measurement

The quantity of: 6-foot Chainlink Fence specified in the construction drawings will be measured by the actual lineal footage installed, completed and accepted by the Owner's Representative as complying with the plans and specifications. Installation shall include fabric and posts 10-foot on center. Installation shall be in accordance with CDOT Standard Specifications for Road and Bridge Construction.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work

**Bid Item No. 608.1: Trail Section A**

**(SY)**

Measurement

The quantity of Trail Section A concrete trail with Fiber Mesh Reinforcement to be paid for as determined by measurement of the number of square yards actually constructed and accepted by the Owner's Representative as complying with the plans and specifications. Concrete forming, pouring, curing and finishing shall be in accordance with City of Colorado Springs Standard Specifications.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for concrete trail shall include all prepping, subgrade preparation, and all other items of work involved in construction of concrete trail.

**Bid Item No. 608.2: Trail Section B**

**(SY)**

Measurement

The quantity of Trail Section B concrete trail with steel reinforcement to be paid for as determined by measurement of the number of square yards actually constructed and accepted by the Owner's

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Representative as complying with the plans and specifications. Concrete forming, pouring, curing and finishing shall be in accordance with City of Colorado Springs Standard Specifications.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for concrete trail shall include all prepping, subgrade preparation, and all other items of work involved in construction of concrete trail.

**Bid Item No. 608.3: Trail Section C**

**(SY)**

Measurement

The quantity of Trail Section B concrete trail with steel reinforcement to be paid for as determined by measurement of the number of square yards actually constructed and accepted by the Owner's Representative as complying with the plans and specifications. Concrete forming, pouring, curing and finishing shall be in accordance with City of Colorado Springs Standard Specifications.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for concrete trail shall include all prepping, subgrade preparation, and all other items of work involved in construction of concrete trail.

**Bid Item No. 608.4: City Std. Curb Ramps**

**(EA)**

Measurement

The quantity of City Std. curb ramps to be paid for will be determined by actual number of ramps installed and accepted by the Owner's Representative as complying with the plans and specifications. Ramp installation shall be in accordance with City of Colorado Springs Engineering Standard Specifications.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for of City Std. Curb Ramps shall include sub-grade preparation and compaction, concrete forming, pouring, curing and finishing.

**Bid Item No. 608.5: City Std. Driveways**

**(EA)**

Measurement

The quantity of City Std. driveways to be paid for will be determined by actual number of ramps installed and accepted by the Owner's Representative as complying with the plans and specifications. Ramp installation shall be in accordance with City of Colorado Springs Engineering Standard Specifications.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for of City Std. Driveways shall include sub-grade preparation and compaction, concrete forming, pouring, curing and finishing, and steel reinforcement.

**Bid Item No. 608.6 Curb and Gutter Type 1**

**(LF)**

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Measurement

The quantity of Curb and Gutter Type 1 to be paid for will be determined by measurement of the number of lineal feet actually constructed and accepted by the Owner's Representative as complying with the plans and specifications.

Concrete Curb and gutter will be measured along the face of the curb. Deduction in length will be made for drainage structures, such as catch basins, drop inlets, etc., installed in the curb and gutter.

Concrete Curb and Gutter Type 1 shall be in accordance with City of Colorado Springs Standard Specifications.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for Concrete Curb and Gutter Type 1 shall include all excavation, prepping, forming and all other items of work involved in construction of curb and gutter.

**Bid Item No. 608.7 Curb and Gutter Type 3**

**(LF)**

Measurement

The quantity of Curb and Gutter Type 3 to be paid for will be determined by measurement of the number of lineal feet actually constructed and accepted by the Owner's Representative as complying with the plans and specifications.

Concrete Curb and gutter will be measured along the face of the curb. Deduction in length will be made for drainage structures, such as catch basins, drop inlets, etc., installed in the curb and gutter.

Concrete Curb and Gutter Type 3 shall be in accordance with City of Colorado Springs Standard Specifications.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for Concrete Curb and Gutter Type 3 shall include all excavation, prepping, forming and all other items of work involved in construction of curb and gutter.

**Bid Item No. 608.8: Std. Curb Flares**

**(EA)**

Measurement

The quantity of Std. curb flares to be paid for will be determined by actual number of curb flares installed and accepted by the Owner's Representative as complying with the plans and specifications. Curb Flare installation shall be in accordance with City of Colorado Springs Engineering Standard Specifications.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for of Std. Curb Flares shall include sub-grade preparation and compaction, concrete forming, pouring, curing and finishing.

**Bid Item No. 608.9 Rolled Asphalt Curb**

**(LF)**

Measurement

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The quantity of Rolled Asphalt Curb to be paid for will be determined by measurement of the number of lineal feet actually constructed and accepted by the Owner's Representative as complying with the plans and specifications.

Rolled Asphalt Curb and gutter will be measured along the face of the curb. Deduction in length will be made for drainage structures, such as catch basins, drop inlets, etc., installed in the curb and gutter. Rolled Asphalt Curb shall be installed in accordance with City of Colorado Springs Standard Specifications.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for Rolled Asphalt Curb shall include all excavation, subgrade preparation and compactions and asphalt.

**Bid Item No. 608.10: Concrete Driveway 8-inches Thick (SF)**

Measurement

The quantity of Concrete Driveway 8-inches Thick to be paid for will be determined by actual square footage of driveway surface installed and accepted by the Owner's Representative as complying with the plans and specifications. Ramp installation shall be in accordance with City of Colorado Springs Engineering Standard Specifications.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for of Concrete Driveway 8-inches Thick shall include sub-grade preparation and compaction, concrete forming, pouring, curing and finishing, and steel reinforcement.

**Bid Item No. 617.1: 18" HDPE Culvert (LF)**

Measurement

The quantity of 18 inch HDPE culvert to be paid for will be determined by measurement of the number of lineal feet actually constructed to face of structure and accepted by the Owner's Representative as complying with the plans and specifications. Construction of 18 inch HDPE Culvert shall be in accordance with City of Colorado Springs Standard Specifications, and with the Revision of Section 630 - Storm Drains and Culverts.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for 18 inch HDPE Culvert shall include all trenching, bedding, placement, backfill, compaction, and all other items of work involved in construction of 18 inch HDPE Culvert.

**Bid Item No. 617.2: 18" PVC SDR35 (LF)**

Measurement

The quantity of 18 inch PVC SDR35 to be paid for will be determined by measurement of the number of lineal feet actually constructed to face of structure and accepted by the Owner's Representative as complying with the plans and specifications. Construction of 18 inch PVC SDR35 shall be in accordance with City of Colorado Springs Standard Specifications.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for 18 inch PVC SDR35 shall include all trenching, bedding, placement, backfill, compaction, and all other items of work involved in construction of 18 inch PVC SDR35.

**Bid Item No. 617.3: 18" HDPE FES**

**(EA)**

Measurement

The quantity of 18 inch HDPE FES to be paid for will be determined by measurement of the number of end sections actually constructed and accepted by the Owner's Representative as complying with the plans and specifications. Construction of 18 inch HDPE Culvert shall be in accordance with City of Colorado Springs Standard Specifications.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for 18 inch HDPE FES shall include all trenching, bedding, placement, backfill, compaction, and all other items of work involved in construction of 18 inch HDPE FES.

**Bid Item No. 620 Sanitary Facility**

**(EA)**

Measurement

The quantity of Sanitary Facility to be paid for will be measured by each facility installed and accepted by the Owner's Representative as complying with the plans and specifications.

Sanitary Facility shall be in accordance with Section 620 of the CDOT Standard Specifications for Road and Bridge Construction.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for the Sanitary Facility shall include delivery, installation, securing to the site, maintenance, pumping & legal disposal of waste, removal of facility from site, any acts of vandalism & impacts to site, and all other items of work involved in utilization of a sanitary facility.

**Bid Item No. 625: Construction Staking**

**(LS)**

Measurement

This work consists of the field staking and survey work, performed by a licensed surveyor, to construct the project as designed in the project plans. This work includes all the costs for personnel, equipment, and supplies for the project.

Installation of Traffic Signs shall be in accordance with Section 625 of the CDOT Standard Specifications for Road and Bridge Construction.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

**Bid Item No. 627: Epoxy Pavement Markings (LS)**

Measurement

The quantity of Epoxy Pavement Markings to be paid for as a lump sum item as determined by measurement of the markings constructed and accepted by the Owner's Representative as complying with the plans and specifications. Construction of Epoxy Pavement Markings shall be in accordance with CDOT Standard Specifications for Road and Bridge Construction.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

**Bid Item No. 629: Monumentation (LS)**

Measurement

This work consists of providing final monumentation of the work performed by a licensed surveyor. This work includes all the costs for personnel, equipment, and supplies for the project.

Monumentation shall be completed in accordance with CDOT Standard Specifications for Road and Bridge Construction.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

**Bid Item No. 630.1: Construction Zone Traffic Control, 30" X 30" (EA)**

Measurement

The quantity of Construction Zone Traffic Control, 30" X 30" to be paid for will be determined by measurement of the number of units installed and shall include sign panels, concrete footings, posts, mounting brackets, excavation and backfill actually constructed and accepted by the Owner's Representative as complying with the plans and specifications.

Installation of Construction Zone Traffic Control, 30" X 30" shall be in accordance with City of Colorado Springs Standard Specifications.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

**Bid Item No. 630.2: Trail Signage Panel Size A (EA)**

Measurement

The quantity of Trail Signage Panel Size A to be paid for will be determined by measurement of the number of units installed and shall include sign panels, concrete footings, posts, mounting brackets, excavation and backfill actually constructed and accepted by the Owner's Representative as complying with the plans and specifications.

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Installation of Trail Signage Panel Size A shall be in accordance with City of Colorado Springs Standard Specifications.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

**Bid Item No. 630.3: Remove and Replace Signs (EA)**

Measurement

The quantity of Remove and Replace Signs as specified in the Construction Drawings will be measured by the number of signs removed and replaced at acceptable locations. Work includes the salvaging of the existing signs for later reinstallation.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work

**Bid Item No. 630.4: Remove and Replace Mailbox (EA)**

Measurement

The quantity of Remove and Replace mailbox as specified in the Construction Drawings will be measured by the number of signs removed and replaced at an acceptable location. Work includes the salvaging of the existing mailboxes for later reinstallation.

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work

**Bid Item No. 712.1 Removable Locking Steel Posts (EA)**

Measurement

The quantity of Removable Locking Steel Posts as specified in the Construction Drawings will be measured by the number of steel posts installed at acceptable locations. .

Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the installation.

**Bid Item No. 712.2 Concrete Rail Crossing Pads: Gauge and Field Panels (LF)**

Measurement

The quantity of Concrete Rail Crossing Pads: Gauge and Field Panels as specified in the Construction Drawings will be measured by the lineal feet rail crossing completed and installed as measured by the Owner's representative.

Payment

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Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the installation. Price shall include removal of existing rails, ties and ballast.

**Bid Item No. 712.3: MSE Retaining Wall**

**(SF)**

**Measurement**

The quantity of MSE Retaining Wall to be paid for will be determined by measurement of the number of square feet of material actually constructed and accepted by the Owner's Representative as complying with the plans and specifications.

MSE Retaining Wall shall be in accordance with CDOT Standard Specifications for Road and Bridge Construction.

**Payment**

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for MSE Retaining Wall shall include furnishing compacted backfill behind walls, modular block units, geotextiles and structure excavation.

**Bid Item No. 712.4 Trail/Railroad Debris Structure**

**(EA)**

**Measurement**

The quantity of Trail/Railroad Debris Structure as specified in the Construction Drawings will be measured by the completed structure, installed and accepted by the Owner's Representative.

**Payment**

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, materials, equipment, tools, and materials necessary to complete the installation.

SCHEDULE H

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**NOTICE**

This is a standard special provision that revises or modifies CDOT's *Standard Specifications for Road and Bridge Construction*. It has gone through a formal review and approval process and has been issued by CDOT's Project Development Branch with formal instructions for its use on CDOT construction projects. It is to be used as written without change. Do not use modified versions of this special provision on CDOT construction projects, and do not use this special provision on CDOT projects in a manner other than that specified in the instructions unless such use is first approved by the Standards and Specifications Unit of the Project Development Branch. The instructions for use on CDOT construction projects appear below.

Other agencies which use the *Standard Specifications for Road and Bridge Construction* to administer construction projects may use this special provision as appropriate and at their own risk.

**Instructions for use on CDOT construction projects:**

Use this standard special provision on all projects.

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**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**

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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%
<b>GOALS AND TIMETABLES FOR FEMALE UTILIZATION</b>			
Until Further Notice.....			6.9% -- Statewide

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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.

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**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;

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- 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.

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- 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.

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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.

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- 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.

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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).

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**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.

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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 thorough a contractor's association acting as agent will include the procedures set forth below:
- a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
  - c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.

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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:

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- (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.

SCHEDULE I

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

December 26, 2013

**NOTICE**

This is a standard special provision that revises or modifies CDOT's *Standard Specifications for Road and Bridge Construction*. It has gone through a formal review and approval process and has been issued by CDOT's Project Development Branch with formal instructions for its use on CDOT construction projects. It is to be used as written without change. Do not use modified versions of this special provision on CDOT construction projects, and do not use this special provision on CDOT projects in a manner other than that specified in the instructions unless such use is first approved by the Standards and Specifications Unit of the Project Development Branch. The instructions for use on CDOT construction projects appear below.

Other agencies which use the *Standard Specifications for Road and Bridge Construction* to administer construction projects may use this special provision as appropriate and at their own risk.

**Instructions for use on CDOT construction projects:**

Use this Standard Special Provision on all partially or wholly funded Federal-Aid Design-Bid-Build Projects. Use in conjunction with the Project Special Provision Worksheet, Disadvantaged Business Enterprise (DBE) Contract Goal.

The Designer should consult with the Regional Civil Rights Office (RCRO) to determine the use of this standard special and to obtain the contract goal. A contract goal of zero still requires the use of this standard special and the worksheet. Designers shall not set their own contract goal.

This standard special provision should not be used for CM/GC services, design-build or other innovative projects. For DBE provisions for these projects, contact the Civil Rights and Business Resource Center (CRBRC) at (303)757-9234.

**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.

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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>

### **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.

### **2. 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.
- 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](http://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.

### 3. 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.

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- 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.
  - (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.

#### 4. 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\\_dbeforums@state.co.us](mailto:cdot_hq_dbeforums@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. *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.

#### 5. 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:

- 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.

#### 6. Commitment and Good Faith Effort Review

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- A. *Commitment Review.* CDOT will evaluate the Form 1414 and each Form 1415 to ensure that it the commitment is valid and has been properly calculated. CDOT may investigate or request additional information in order to confirm the accuracy of a commitment. If CDOT determines that the total estimated eligible participation of the commitments does not meet the contract goal, within two business days of notice from CDOT 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.

**7. 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 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 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved, CDOT will presume that the DBE is not performing a CUF. The DBE may present evidence to rebut this presumption.
- (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.

#### **8. 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:
  - (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;

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- (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 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.

#### **9. 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.

#### **10. 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, 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

CITY OF COLORADO SPRINGS

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.

SCHEDULE J

**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:

0 Percent DBE participation.

\*\*\*\*\*  
**INSTRUCTIONS TO DESIGNERS (delete instructions from final draft):**

- Use this project special provision on all Federal-Aid Design-Bid-Build projects.
- The Designer shall consult with the Regional Civil Rights Office to determine if the DBE program applies to the project and, if necessary, to obtain a contract goal. Designers shall not set contract goals.
- Neither this project special provision nor the DBE Standard Special Provision shall be included in solely state-funded projects.
- For federally-assisted projects, insert the contract goal (including 0 percent goals) provided by the Regional Civil Rights Office in the highlighted space above and include the DBE Standard Special Provision.
- This project special provision and the DBE Standard Special Provision shall not be used for innovative contracts. For DBE project special provisions for Design-Build, CM/GC and other innovative contracts, please contact the CDOT Civil Rights and Business Resource Center at (303)757-9234.

**SCHEDULE K**

**EXHIBITS**

This section includes the examples of the forms used for submitting the required bonds as well as a sample contract format, which will be issued as a result of this solicitation:

- Exhibit 1 -- Bid Bond
- Exhibit 2 -- Performance Bond
- Exhibit 3 -- Materials and Payment Bond
- Exhibit 4 -- Maintenance Bond
- Exhibit 5 -- Sample Contract
- Exhibit 6 -- Minimum Insurance Requirements
- Exhibit 7 -- Change Order Form
- Exhibit 8 -- FHWA Form 1273 –
- Exhibit 9 – Davis Bacon Wage Rates
- Exhibit 10 – CDOT FORMS
- Exhibit 11 – Index of Drawings

CITY OF COLORADO SPRINGS

EXHIBIT 1 CITY OF COLORADO SPRINGS BID BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

(Name) \_\_\_\_\_ As Principal, hereinafter called Principal, and

(Address) \_\_\_\_\_

(SURETY Name) \_\_\_\_\_ a corporation organized and existing under the laws of the State of:

(SURETY Address) \_\_\_\_\_

and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO, as Obligee, hereinafter called the Obligee, in the sum of: (Insert Proposal Amount in Words)

\_\_\_\_\_ (\$ \_\_\_\_\_ DOLLARS),

lawful money of the United States of America, for payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal has submitted to the Obligee, a contract bid dated the \_\_\_\_\_ day of \_\_\_\_\_ For the following contract:

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, If Principals bid is accepted by Obligee and Principal is awarded the contract in whole or in part, and the Principal shall enter into the contract with the Obligee in accordance with the terms of such bid, and give such Payment, Performance, and Maintenance bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall promptly pay to the Obligee the amount of this bond as set forth herein above, then this obligation shall be null and void, otherwise this obligation to remain in full force and effect.

Signed and sealed on the dates set forth below:

(Witness) \_\_\_\_\_ FOR: \_\_\_\_\_ (Principals Name)

BY: \_\_\_\_\_

(Seal) ITS: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_

(Witness) \_\_\_\_\_ FOR: \_\_\_\_\_ (Surety's Name)

BY: \_\_\_\_\_

(Seal) ITS: \_\_\_\_\_

This \_\_\_\_\_ Day of \_\_\_\_\_

Bond # \_\_\_\_\_ This Bond \_\_\_(is)\_\_\_ (is not) a SBA Guaranteed Bond.

CITY OF COLORADO SPRINGS

EXHIBIT 2 PERFORMANCE BOND
CITY OF COLORADO SPRINGS PERFORMANCE BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

(Name)
(Address) As Principal, hereinafter called Principal, and

(SURETY Name) a corporation organized and existing under the laws of the State of:

(SURETY Address) and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO, as Obligee, hereinafter called the Obligee, in the sum of: (Insert Proposal Amount in Words) (\$ [redacted] DOLLARS),

lawful money of the United States of America, for payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal and the Obligee have entered into, a contract dated the [ ] day of [ ] For the following project:

Contract # [ ] which contract is by reference made a part hereof, and referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal shall promptly and faithfully perform all terms, conditions and other obligations of the Contract, and any modifications or extensions thereof granted by the Obligee, then this obligation shall be null and void: otherwise this obligation shall remain in full force and effect.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligee or the Principal to the other shall in any way release or affect the liability or obligation of this Bond, and the Surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.

Signed and sealed on the dates set forth below:

(Witness) FOR: (Principal's Name)

BY:

(Seal) ITS: This [ ] Day of [ ]

(Witness) FOR: (Surety's Name)

BY:

(Seal) ITS: This [ ] Day of [ ]

Bond # [ ] This Bond [ ] (is) [ ] (is not) a SBA Guaranteed Bond.

CITY OF COLORADO SPRINGS

EXHIBIT 3 CITY OF COLORADO SPRINGS LABOR & MATERIAL PAYMENT BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

(Name) \_\_\_\_\_ As Principal, hereinafter called Principal, and
(Address) \_\_\_\_\_
(SURETY Name) \_\_\_\_\_ a corporation organized and existing under the laws of the State of:
(SURETY Address) \_\_\_\_\_

and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO, as Oblige, hereinafter called the Oblige, in the sum of: (Insert Proposal Amount in Words) (\$ \_\_\_\_\_ DOLLARS),

lawful money of the United States of America, for payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal and the Oblige have entered into, a contract dated the \_\_\_\_\_ day of \_\_\_\_\_ For the following project:

Contract # \_\_\_\_\_ which contract is by reference made a part hereof, and referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly make payments of all amounts lawfully due to all persons supplying or furnishing the Principal or the Principals subcontractors with labor, materials, rental machinery, tools or equipment used or performed in the prosecution of the work provided for in the Contract; and if the Principal shall indemnify and save harmless the Oblige to the extent of any payments in connection with the carrying out of the Contract which the Oblige may be required to pay under the law, all in accord with Colorado State Law, Section 38-26-105 C.R.S., then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

AND FURTHER, should the Principal or the Principals subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Principal or the Principals subcontractors in the performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools, or equipment, in the prosecution of the work under the Contract, the Surety shall pay the same in an amount not exceeding the sum specified in this Bond together with interest at the rate of eight percent per annum, in accord with Colorado State Law, Section 38-26-106 C.R.S.

In accord with Colorado State Law, Section 38-26-105 C.R.S., actions against the Principal and Surety under this Bond shall be brought within six months after the final completion of the Contract as defined by the ordinances, rules and regulations of the City of Colorado Springs, Colorado, a home rule City, and not afterwards.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Oblige or the Principal to the other shall in any way release or affect the Surety's liability or obligation on this Bond, and the surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.

Signed and sealed on the dates set forth below:

\_\_\_\_\_ FOR: \_\_\_\_\_
(Witness) (Principals Name)

CITY OF COLORADO SPRINGS

Page Two (2) of Labor & Material Payment Bond

(Seal) BY: \_\_\_\_\_  
ITS: \_\_\_\_\_  
This \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_  
(Witness) FOR: \_\_\_\_\_  
(Surety's Name)  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_  
(Seal) This \_\_\_\_\_ day of \_\_\_\_\_  
Bond # \_\_\_\_\_ This Bond \_\_\_ (is) \_\_\_ (is not) a SBA Guaranteed Bond.  
# \_\_\_\_\_

CITY OF COLORADO SPRINGS

EXHIBIT 4 CITY OF COLORADO SPRINGS MAINTENANCE BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

\_\_\_\_\_  
 (Name) \_\_\_\_\_ As Principal, hereinafter called Principal, and  
 \_\_\_\_\_  
 (Address) \_\_\_\_\_  
 \_\_\_\_\_  
 (SURETY Name) \_\_\_\_\_ a corporation organized and existing under the laws of the State of:  
 \_\_\_\_\_  
 (SURETY Address) \_\_\_\_\_

and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO, as Obligee, hereinafter called the Obligee, for the use and benefit of claimants as herein below defined, in the amount of: (Insert Proposal Amount in Words)

(\$ \_\_\_\_\_ DOLLARS),

lawful money of the United States of America, together with interest as may be provided by law, for the maintenance and guarantee obligations of the Contract, for the payment whereof Principal and Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal and the Obligee have entered into,

a contract dated the \_\_\_\_\_ day of \_\_\_\_\_ For the following project:

Contract # \_\_\_\_\_ which contract is by reference made a part hereof, and referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly, properly and without cost to Obligee perform all maintenance and other guarantee obligations under the terms of the Contract, including any modifications or extensions thereof granted by the Obligee, for a period of TWO (2) year(s) from the date of final payment upon the Contract by the Obligee, and in the case of each correction or repair, during a period of one year after the date of said correction or repair or for the remaining period of years set forth herein, whichever is longer, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligee or the Principal to the other shall in anyway release affect the Surety's liability or obligation on this Bond, and the surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.

Signed and sealed on the dates set forth below:

\_\_\_\_\_  
 (Witness) \_\_\_\_\_ FOR: \_\_\_\_\_  
 \_\_\_\_\_  
 (Seal) \_\_\_\_\_ BY: \_\_\_\_\_  
 \_\_\_\_\_ ITS: \_\_\_\_\_  
 \_\_\_\_\_ This \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_ FOR: \_\_\_\_\_  
 (Witness) \_\_\_\_\_ (Surety's Name) \_\_\_\_\_  
 \_\_\_\_\_ BY: \_\_\_\_\_  
 \_\_\_\_\_ ITS: \_\_\_\_\_  
 (Seal) \_\_\_\_\_ This \_\_\_\_\_ day of \_\_\_\_\_  
 Bond # \_\_\_\_\_ This Bond \_\_\_ (is) \_\_\_ (is not) a SBA Guaranteed Bond.

**CITY OF COLORADO SPRINGS**

**EXHIBIT 5      SAMPLE CONTRACT**

**CONSTRUCTION CONTRACT**

Contract Number:		Project Name/Title			
Vendor/Contractor					
Contact Name:		Telephone		Fax	
Address:					
Federal Tax ID #		Please check one:	X Corporation	<input type="checkbox"/> Individual	<input type="checkbox"/>
			Partnership		
City Contracting Specialist	Name & Phone#	City Dept Rep	Name & Phone# & Department Name		
NOT TO EXCEED Contract Amount:		City Account #	Acct Code (5)	Fund (3)	Dept (4) Project (7)

THIS CONTRACT, in the Not to Exceed amount of \$\_\_\_\_\_ made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2015 by and between the City of Colorado Springs, Colorado, a municipal corporation, in the County of El Paso, State of Colorado, party to the first part hereinafter in the Contract Documents referred to as the "City", and \_\_\_\_\_, and trading as an individual or acting as partners consisting of or a corporation organized and existing under the laws of the State of Colorado, hereinafter in the Contract Documents called the "Contractor"; party of the second part.

**WITNESSETH:**

Whereas the City has heretofore prepared the necessary Contract Documents for: \_\_\_\_\_, in the City of Colorado Springs; and whereas the party of the second part did on the \_\_\_\_ day of \_\_\_\_\_ 2015, submit to the City their written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all labor, materials, tools, equipment, transportation and services for said work in strict conformity with the accompanying Contract Documents which include: Bid Proposal, Notice of Award, Contract, Notice to Proceed and General Conditions.

**NOW, THEREFORE,** it is hereby agreed that for the considerations and amounts specified in the Bid Proposal and the total contract amount designated above and in the Notice of Award, to be paid by the City to the Contractor, Contractor agrees to furnish all materials and to perform all work as set forth in his proposal and as required by the Contract Documents, which are attached hereto and incorporated herein by this reference.

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or negligent actions under this Contract.

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The contractor shall complete all work on an as ordered basis throughout the contract period 150 Calendar Days after the Notice-to-Proceed as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all works performed under this contract after the job has been completed and accepted.

**FISCAL OBLIGATIONS OF CITY**

This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of

appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement.

The Contractor and the City agree and acknowledge as a part of this contract, that no Change Order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the contract to exceed the amount appropriated for this contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made

The Contractor and the City further agree and acknowledge as a part of this contract that no Change Order or other form or order or directive which requires additional compensable work to be performed under this contract shall be issued by the City unless funds are available to pay such additional compensable work performed under this contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the contractor was given a written Change Order describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which Change Order was signed by the authorized City Representative. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any Change Order under this contract.

**Books of Account and Auditing.** The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract, which are routinely prepared, collected or compiled by the Contractor during the performance of this contract.

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor or Contractor's office and without expense to the City.

#### **GRATUITIES**

- 1) The right of the Contractor to proceed or otherwise perform this Contract, and this Contract may be terminated if the City Manager and/or the City Contracting Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or contractor for the purpose of influencing any decision to grant a City Contract or to obtain favorable treatment under any City Contract.
- 2) The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- 3) Contract termination under this provision shall constitute an breach of contract by the Contractor, and the Contractor shall be liable to the city for all costs of reletting the contract or completion of the contract. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract."

**CONTRACT SIGNATURE PAGE**

The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this contract, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this contract. The contractor is expressly prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract is being performed.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed on the day and the year first above written.

This contract is executed in one (1) original copy.

<b>THE CITY OF COLORADO SPRINGS, COLORADO:</b>

<b>SECOND PARTY:</b>	
Corporate Name	
Signature	Date
Title	
Witness	



**EXHIBIT 7 CITY CHANGE ORDER FORM**

Change Order No: \_\_\_\_\_ Contract No: \_\_\_\_\_

Project Title: \_\_\_\_\_

Firm: \_\_\_\_\_

New Expiration Date: \_\_\_\_\_ Cancel Contract: \_\_\_\_\_

Time Extension allowed \_\_\_\_\_ Days \_\_\_\_\_

Amount of this Change Order: \_\_\_\_\_

Amount of Previous Change Orders: \_\_\_\_\_

Total of Change Orders: \_\_\_\_\_

Original / Amended Contract Amount: \_\_\_\_\_

New Contract Amount: \_\_\_\_\_

Percentage Above / Below Original / Amended Amount: \_\_\_\_\_

Account Code for Change Order: \_\_\_\_\_

1. By signing below, the Contractor accepts this change order as full and complete compensation for the above specified amendments and/or additional services.
2. Unless specifically addressed and changed in this change order, all terms and conditions of the contract remain in full effect including applicability to any items that have been added or incorporated by this change order.

**Description of Amendments and/or Additional Services:**

  
  
  
  
  
  
  
  
  
  

**Firm/Contractor Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Requestor/Dept:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Manager Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**This Box to be used only by City Contracts Staff**

Contracting Analyst Signoff: _____	Comments: _____
Vendor/Contractor: _____	
Dept: _____	
Peoplesoft: _____	
Acct Pay: _____	

**EXHIBIT 8      FHWA FORM 1273**

FOLLOWS THIS PAGE

October 31, 2013

REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS

**NOTICE**

This is a standard special provision that revises or modifies CDOT's *Standard Specifications for Road and Bridge Construction*. It has gone through a formal review and approval process and has been issued by CDOT's Project Development Branch with formal instructions for its use on CDOT construction projects. It is to be used as written without change. Do not use modified versions of this special provision on CDOT construction projects, and do not use this special provision on CDOT projects in a manner other than that specified in the instructions unless such use is first approved by the Standards and Specifications Unit of the Project Development Branch. The instructions for use on CDOT construction projects appear below.

Other agencies which use the *Standard Specifications for Road and Bridge Construction* to administer construction projects may use this special provision as appropriate and at their own risk.

**Instructions for use on CDOT construction projects:**

Use this standard special provision on federal aid projects.

October 31, 2013

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

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.

**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

**II. NONDISCRIMINATION**

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

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

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

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

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

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the

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provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

Contracting agencies may elect to apply these requirements to other projects.

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

#### 1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm>

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or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

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

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

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

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

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

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

the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable

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predetermined rate for the work performed until an acceptable program is approved.

**b. Trainees (programs of the USDOL).**

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

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

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

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to

journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As

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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 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 any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

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evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more

places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA

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approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

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.

**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

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.

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**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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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.

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**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.

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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

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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.

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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.

**EXHIBIT 9      DAVIS BACON WAGE RATES**

June 5, 2015

**U.S. DEPT. OF LABOR DAVIS BACON MINIMUM WAGES  
COLORADO HIGHWAY CONSTRUCTION  
GENERAL DECISION NUMBER - CO150018**

**NOTICE**

This is a standard special provision that revises or modifies CDOT's *Standard Specifications for Road and Bridge Construction*. It has gone through a formal review and approval process and has been issued by CDOT's Project Development Branch with formal instructions for its use on CDOT construction projects. It is to be used as written without change. Do not use modified versions of this special provision on CDOT construction projects, and do not use this special provision on CDOT projects in a manner other than that specified in the instructions, unless such use is first approved by the Standards and Specification Unit of the Project Development Branch. The instructions for use on CDOT construction projects appear below.

Other agencies which use the *Standard Specifications for Road and Bridge Construction* to administer construction projects may use this special provision as appropriate and at their own risk.

**Instructions for use on CDOT construction projects:**

Use this standard special provision on all federal-aid projects with contracts exceeding \$2000, except for non-ARRA projects on roadways classified as local roads or rural minor collectors, which are exempt. Projects on local roads, rural minor collectors, and enhancement projects funded with ARRA funds are not exempt.

Decision Nos. CO150018 dated January 02, 2015 supersedes Decision Nos. CO140018 dated January 03, 2014.		<b>Modifications</b>		<b>ID</b>
		<u>MOD Number</u>	<u>Date</u>	<u>Page Number(s)</u>
When work within a project is located in two or more counties and the minimum wages and fringe benefits are different for one or more job classifications, the higher minimum wages and fringe benefits shall apply throughout the project.		1	06/05/15	1
General Decision No. CO150018 applies to the following counties: El Paso, Pueblo, and Teller counties.				
General Decision No. CO150018 <b>The wage and fringe benefits listed below reflect collectively bargained rates.</b>				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	<b>ELECTRICIAN:</b>			
1199	El Paso, Teller	30.00	14.95	1
1200	Pueblo	27.30	11.62	
	<b>POWER EQUIPMENT OPERATOR:</b>			
	<b>Drill Rig Caisson</b>			
1201	Smaller than Watson 2500 and similar	24.73	9.15	
1202	Watson 2500 similar or larger	25.04	9.15	
	<b>Crane</b>			
1203	50 tons and under	24.88	9.15	
1204	51 - 90 tons	25.04	9.15	
1205	91 - 140 tons	25.19	9.15	
General Decision No. CO150018 <b>The wage and fringe benefits listed below do not reflect collectively bargained rates.</b>				
	<b>CARPENTER:</b>			
1206	Excludes Form Work	24.15	6.25	
	<b>Form Work Only</b>			
1207	El Paso, Teller	19.06	5.84	
1208	Pueblo	19.00	5.88	
	<b>CEMENT MASON/CONCRETE FINISHER:</b>			
1209	El Paso, Teller	17.36	3.00	
1210	Pueblo	17.74	3.00	

General Decision No. CO150018				
<b>The wage and fringe benefits listed below do not reflect collectively bargained rates.</b>				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
1211	<b>FENCE ERECTOR</b>	13.02	3.20	
1212	<b>GUARDRAIL INSTALLER</b>	12.89	3.20	
	<b>HIGHWAY/PARKING LOT STRIPING:</b>			
1213	Painter	12.62	3.21	
	<b>IRONWORKER:</b>			
	<b>Reinforcing (Excludes Guardrail Installation)</b>			
1214	El Paso, Teller	20.49	1.65	
1215	Pueblo	16.69	5.45	
1216	<b>Structural (Excludes Guardrail Installation)</b>	18.22	6.01	
	<b>LABORER:</b>			
1217	Asphalt Raker	17.54	3.16	
1218	Asphalt Shoveler	21.21	4.25	
1219	Asphalt Spreader	18.58	4.65	
	<b>Common or General</b>			
1220	El Paso	17.05	3.69	
1221	Pueblo	16.29	4.25	
1222	Teller	16.88	3.61	
1223	Concrete Saw (Hand Held)	16.29	6.14	
1224	Landscape and Irrigation	12.26	3.16	
1225	Mason Tender - Cement/Concrete	16.29	4.25	
1226	Pipelayer	18.72	3.24	
1227	Traffic Control (Flagger)	9.55	3.05	
1228	Traffic Control (Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags), (Excludes Flaggers)	12.43	3.22	
1229	<b>PAINTER (Spray Only)</b>	16.99	2.87	

General Decision No. CO150018				
<b>The wage and fringe benefits listed below do not reflect collectively bargained rates.</b>				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	<b>POWER EQUIPMENT OPERATOR:</b>			
1230	Asphalt Laydown	22.67	8.72	
1231	Asphalt Paver	21.50	3.50	
	<b>Asphalt Roller</b>			
1232	El Paso	24.42	6.96	
1233	Pueblo	23.67	9.22	
1813	Teller	24.42	6.96	
1234	Asphalt Spreader	22.67	8.72	
	<b>Backhoe/Trackhoe</b>			
1235	El Paso	23.31	5.61	
1236	Pueblo	21.82	8.22	
1237	Teller	23.32	5.50	
1238	Bobcat/Skid Loader	15.37	4.28	
1239	Boom	22.67	8.72	
	<b>Broom/Sweeper</b>			
1240	El Paso, Teller	23.43	8.04	
1241	Pueblo	23.47	9.22	
	<b>Bulldozer</b>			
1242	El Paso	26.56	7.40	
1243	Pueblo, Teller	26.11	6.92	
1244	Drill	17.59	3.45	
1245	Forklift	15.91	4.68	
	<b>Grader/Blade</b>			
1246	El Paso	22.83	8.72	
1247	Pueblo	23.25	6.98	
1248	Teller	23.22	8.72	
1249	Guardrail/Post Driver	16.07	4.41	

General Decision No. CO150018				
<b>The wage and fringe benefits listed below do not reflect collectively bargained rates.</b>				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	<b>POWER EQUIPMENT OPERATOR (con't.):</b>			
	<b>Loader (Front End)</b>			
1250	El Paso	23.61	7.79	
1251	Pueblo	21.67	8.22	
1252	Teller	23.50	7.64	
	<b>Mechanic</b>			
1253	El Paso	22.35	6.36	
1254	Pueblo	24.02	8.43	
1255	Teller	22.16	6.17	
	<b>Oiler</b>			
1256	El Paso	23.29	7.48	
1257	Pueblo	23.13	7.01	
1258	Teller	22.68	7.11	
	<b>Roller/Compactor (Dirt and Grade Compaction)</b>			
1259	El Paso	16.70	3.30	
1260	Pueblo, Teller	18.43	4.62	
1261	Rotomill	16.22	4.41	
1262	Scraper	24.28	4.83	
	<b>Screed</b>			
1263	El Paso, Teller	25.22	5.74	
1264	Pueblo	23.67	9.22	
1265	Tractor	13.13	2.95	

General Decision No. CO150018				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	<b>TRUCK DRIVER:</b>			
	<b>Distributor</b>			
1266	El Paso, Teller	17.98	3.97	
1267	Pueblo	18.35	3.85	
	<b>Dump Truck</b>			
1268	El Paso, Teller	16.85	4.83	
1269	Pueblo	16.87	4.79	
1270	Lowboy Truck	17.25	5.27	
1271	Mechanic	26.69	3.50	
1272	Multi-Purpose Specialty & Hoisting Truck	17.27	3.71	
1273	Pickup and Pilot Car	13.93	3.68	
1274	Semi/Trailer Truck	16.00	2.60	
1275	Truck Mounted Attenuator	12.43	3.22	
	<b>Water Truck</b>			
1276	El Paso	17.24	4.15	
1277	Pueblo	20.93	4.98	
1278	Teller	17.31	4.07	

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

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. CO150018**



**CITY OF COLORADO SPRINGS**

**EXHIBIT 10 CDOT FORMS**

CDOT Form 606 Anti-collusion Affidavit and CDOT Form 1419 – DBE Participation Report must be submitted by all bidders with their bid. If these forms are not submitted, the bid is considered non responsive and shall be rejected.

CDOT Form 605 – Contractors Performance Capability Statement

CDOT Form 606 - Anti-collusion Affidavit

CDOT Form 621 – Assignment of Antitrust Claims

CDOT Form 1413 – Bidder's List

CDOT Form 1414 - Anticipated DBE Participation Report

CDOT Form 1415 – Commitment Confirmation

CDOT Form 1416 – Good Faith Effort

CDOT Form 1417 - Approved DBE Participation Plan

CDOT Form 1418 – Monthly Payment Summary (will be required during project)

CDOT Form 1419 – DBE Participation Report

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

Project #

1. List names of partnerships or joint ventures  none

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

a. Key personnel changes  none

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b. Key equipment changes  none

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

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

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

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

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

PROJECT NO.

LOCATION

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

I further attest that:

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

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

Contractor's firm or company name

By

Date

Title

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

By

Date

Title

Sworn to before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_

Notary Public

My commission expires

**NOTE: This document must be signed in ink.**

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

PROJECT NO.

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

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

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

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





COLORADO DEPARTMENT OF TRANSPORTATION

**COMMITMENT CONFIRMATION**

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

Project:		Project Code:	
Bidder/Contractor:		Phone:	
Contact:		Email:	
DBE Firm Name:		DBE Phone:	
DBE Address:		DBE Email:	

**Commitment Details**

Category	Work to be Performed	DBE Work Code(s)	Commitment Amount	Eligible Participation
Construction				
Trucking				
Supplies				
Services				
Total				

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

Bidder/Contractor Representative	Title	Signature	Date
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**SECTION 2.** This section must be completed by the DBE. (Attach additional pages if necessary).

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

Are you contracting directly with the Bidder/Contractor or with one of its subcontractors? If with a subcontractor, provide the firm name.	
Will you be purchasing supplies or materials or leasing or renting equipment from the Bidder/Contractor or its subcontractors? If so, explain.	
Do you intend to subcontract any portion of the work listed above? If yes, state to which firms, what work and the approximate amount. Include trucking subcontractors and owner-operators.	
Will you be providing trucking services on this project? If so, state how many of your own trucks and employees you will have on this project.	
Who within your firm will be supervising and responsible for your firm's work on this project?	
Will you be acting as a broker on this project? If so, state what you will be brokering and your approximate brokerage fee.	
Will you be acting as a supplier on this project? If so, please state what you will be supplying and whether you will manufacture the items.	

This section must be signed by an individual with the power to contractually bind the DBE. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and to the best of your knowledge. You attest that you are eligible to participate as a DBE on this contract for the work listed above and have the capacity to perform the work as stated.

DBE Representative	Title	Signature	Date

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

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

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

**COLORADO DEPARTMENT OF TRANSPORTATION**

**GOOD FAITH EFFORT REPORT**

**Section 1. Contractor and Project Information**

Bidder:		Project:	
Address:		Project Code:	
Contact Name:		Proposal Amount:	
Contact Phone:		Contract Goal Percentage:	
Contact Email:		Contract Goal Dollar Value:	

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

- a. Describe your overall plan or approach to meeting the contract goal. Include how much and what work you intend to self-perform; how much and what work you intend to subcontract; what work areas were identified as subcontracting opportunities for DBEs; and the approximate number of DBEs per area.
- b. Describe your efforts to obtain DBE participation (i.e. how you attempted to execute your plan or approach to meeting the contract goal). Include direct outreach (state the DBE solicited, date(s) and method of phone, email or fax); indirect outreach such as events, publications, and/or communication with minority and other organizations that you conducted to reach DBEs (state date(s), location and audience); other efforts you made to assist DBEs in competing for or obtaining contracts (accepting quotes from DBEs that may be higher than other subcontractors, modifications to contract scopes, unbundling, mentoring, etc.); and obstacles you encountered in assisting or contracting with DBEs. Cost alone shall not be a reason to reject a DBE and will be considered in the evaluation of Page 2.
- c. If the eligible participation submitted on the Form 1414 was miscalculated, determined to be invalid, or otherwise did not meet the contract goal, provide your justification for such deficiencies and the remedies you have taken or intend to take to avoid the issue in the future. If you have obtained any additional commitments since submission of the bid, attach the Form 1415(s) and the reason why such commitments were not obtained prior to the proposal due date.

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

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

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

I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_.

Representative Name Title Company

I have the authority to make this affidavit for and on behalf of my company. All information provided herein and attached as evidence of my company's good faith efforts is true and accurate to the best of my belief.

Signature

Date

**Notarization: Must be completed by a licensed notary.**

County of \_\_\_\_\_ State of \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_

SEAL

Notary Signature \_\_\_\_\_

Notary Address \_\_\_\_\_

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

**Local agency projects:** Submit this form and all supporting documentation to the local agency. All originals must be sent to: CDOT Civil Rights and Business Resource Center, 4201 E. Arkansas Ave. Room 150, Denver, CO 80222.





**Section 3 – Detailed Participation Report.** Provide a detailed description of each DBE's participation during the reporting period. This section not required for previously reported participation on the final report. Attach additional pages as necessary.

DBE Firm		Work Status	<input type="checkbox"/> In Progress <input type="checkbox"/> Completed
Commitment	\$	Payment this Period	\$
Total Payments	\$	Eligible Participation	\$
Work Performed			
Subcontracts:			
Comments			
DBE Firm		Work Status	<input type="checkbox"/> In Progress <input type="checkbox"/> Completed
Commitment	\$	Payment this Period	\$
Total Payments	\$	Eligible Participation	\$
Work Performed			
Subcontracts:			
Comments			
DBE Firm		Work Status	<input type="checkbox"/> In Progress <input type="checkbox"/> Completed
Commitment	\$	Payment this Period	\$
Total Payments	\$	Eligible Participation	\$
Work Performed			
Subcontracts:			
Comments			
DBE Firm		Work Status	<input type="checkbox"/> In Progress <input type="checkbox"/> Completed
Commitment	\$	Payment this Period	\$
Total Payments	\$	Eligible Participation	\$
Work Performed			
Subcontracts:			
Comments			

CDOT PROJECT ENGINEER OR MANAGER: To my knowledge, the statements made in this document are complete, true and accurate. I have reviewed the contracting records and monitored the work sites as part of normal business practices.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_



COLORADO DEPARTMENT OF TRANSPORTATION

**DBE PARTICIPATION REPORT**

Project:		Project Code:	
Contractor:		Phone:	

Report Period (Quarter or Final): \_\_\_\_\_

For the quarterly report, summarize the DBE participation during the reporting period. For the final report summarize all DBE participation on the contract. Attach additional pages as necessary.

DBE Firm		Work Status (In Progress/Completed)	
Work this Period	Paid to Date	Eligible Participation to Date	

Work Performed \_\_\_\_\_

DBE Firm		Work Status (In Progress/Completed)	
Work this Period	Paid to Date	Eligible Participation to Date	

Work Performed \_\_\_\_\_

DBE Firm		Work Status (In Progress/Completed)	
Work this Period	Paid to Date	Eligible Participation to Date	

Work Performed \_\_\_\_\_

DBE Firm		Work Status (In Progress/Completed)	
Work this Period	Paid to Date	Eligible Participation to Date	

Work Performed \_\_\_\_\_

DBE Firm		Work Status (In Progress/Completed)	
Work this Period	Paid to Date	Eligible Participation to Date	

Work Performed \_\_\_\_\_

DBE Firm		Work Status (In Progress/Completed)	
Work this Period	Paid to Date	Eligible Participation to Date	

Work Performed \_\_\_\_\_

DBE Firm		Work Status (In Progress/Completed)	
Work this Period	Paid to Date	Eligible Participation to Date	

Work Performed \_\_\_\_\_

**CONTRACTOR:** I declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and accurate and that I have the authority to commit my company to statements made herein.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

**PROJECT ENGINEER OR MANAGER:** To my knowledge, the statements made in this document are complete, true and accurate. I have reviewed the contracting records and monitored the work sites as part of normal business practices.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT 11 INDEX OF DRAWINGS**

<u>SHEET NO.</u>	<u>INDEX OF SHEETS</u>
1	TITLE SHEET
2	STANDARD PLANS LIST
3	SUMMARY OF APPROXIMATE QUANTITIES
4	GENERAL NOTES
5	TABULATION OF QUANTITIES
6	SURVEY TABULATION
7	STA. 17+28± TO STA. 23+00
8A	STA. 23+00 TO STA. 33+00
8B	GRADING PLAN TRAIL STATION 27+50 TO 33+00
9A	STA. 33+00 TO STA. 44+00
9B	GRADING PLAN TRAIL STATION 38+05 TO 43+55
10	STA. 44+00 TO STA. 53+30
11	STA. 53+30 TO STA. 68+19.8±
12	NO WORK ON THIS SHEET/INFORMATION ONLY
13	DETAIL SHEET HANDRAIL DETAILS TANGENT WITH FLARE SECTION TYPICAL CONCRETE TRAIL SECTION A CONCRETE RAILROAD CROSSING PAD LOCKING STEEL POST
14	DETAIL SHEET PEDESTRIAN RAMP DETAIL CROSSWALK MARKING DETAIL STANDARD INLET DETAILS STD. COMMERCIAL DRIVEWAY DETAIL CITY STD. CURB DETAIL
15	CONSTRUCTION ACCESS PLAN & TRAFFIC CONTROL PLAN SCHEDULE OF CONSTRUCTION TRAFFIC CONTROL DEVICES
16	TRAIL SIGNAGE & PLANTING PLANS
17	RAILROAD UNDERPASS PLAN
18	RAILROAD UNDERPASS STRUCTURE DETAILS
19	SWMP CONSTRUCTION PLAN SHEET 1 of 4
20	SWMP CONSTRUCTION PLAN SHEET 2 of 4
21	SWMP CONSTRUCTION PLAN SHEET 3 of 4
22	SWMP CONSTRUCTION PLAN SHEET 4 of 4

**EXHIBIT 12 ON THE JOB TRAINING**

July 29, 2011

**ON THE JOB TRAINING**

**NOTICE**

This is a standard special provision that revises or modifies CDOT's *Standard Specifications for Road and Bridge Construction*. It has gone through a formal review and approval process and has been issued by CDOT's Project Development Branch with formal instructions regarding its use on CDOT construction projects. It is to be used as written without change. Do not use modified versions of this special provision on CDOT construction projects, and do not use this special provision on CDOT projects in a manner other than that specified in the instructions unless such use is first approved by the Standards and Specifications Unit of the Project Development Branch. The instructions for use on CDOT construction projects appear below.

Other agencies that use the *Standard Specifications for Road and Bridge Construction* to administer construction projects may use this special provision as appropriate and at their own risk.

**INSTRUCTIONS FOR USE ON CDOT CONSTRUCTION PROJECTS:**

Use this standard special provision in all Federal-aid projects.

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](mailto:eo@dot.state.co.us)

CITY OF COLORADO SPRINGS

1-800-925-3427

6. The Contractor shall pay the training program wage rates and the correct fringe benefits to each approved trainee employed on the project and enrolled in an approved program. The minimum trainee wage shall be no less than the wage for the Guardrail Laborer classification as indicated in the wage decision for the project.
7. The CDOT Regional Civil Rights Manager must approve all proposed apprentices and trainees for the participation to be counted toward the project goal and reimbursement. Approval must occur before training begins. Approval for the apprentice or trainee to begin work on a CDOT project will be based on:
  - A. Evidence of the registration of the trainee or apprentice into the approved training program.
  - B. The completed Form 838 for each trainee or apprentice as submitted to the Engineer.
8. Before training begins, the Contractor shall provide each trainee with a copy of the approved training program, pay scale, pension and retirement benefits, health and disability benefits, promotional opportunities, and company policies and complaint procedures.
9. Before training begins, the Contractor shall submit a copy of the approved training program and CDOT Form 1337 to the Engineer. Progress payments may be withheld until this is submitted and approved and may be withheld if the approved program is not followed.
10. On a monthly basis, the Contractor shall provide to the Engineer a completed On the Job Training Progress Report (Form 832) for each approved trainee or apprentice on the project. The Form 832 will be reviewed and approved by the Engineer before reimbursement will be made. The Contractor will be reimbursed for no more than the OJT Force Account budget. At the discretion of the Engineer and if funds are available, the Engineer may increase the force account budget and the number of reimbursable training hours through a Change Order. The request to increase the force account must be approved by the Engineer prior to the training.
11. Upon completion of training, transfer to another project, termination of the trainee or notification of final acceptance of the project, the Contractor shall submit to the Engineer a "final" completed Form 832 for each approved apprentice or trainee.
12. All forms are available from the CDOT Center for Equal Opportunity, through the CDOT Regional Civil Rights Manager, or on CDOT's website at <http://www.coloradodot.info/business/bidding/Bidding%20Forms/Bid%20Winner%20Forms>
13. Forms 838 and 832 shall be completed in full by the Contractor. Reimbursement for training is based on the number of hours of on the job training documented on the Form 832 and approved by the Engineer. The Contractor shall explain discrepancies between the hours documented on Form 832 and the corresponding certified payrolls.
14. The OJT goal (# of training hours required) for the project will be included in the Project Special Provisions and will be determined by the Regional Civil Rights Manager after considering:
  - A. Availability of minorities, women, and disadvantaged for training;
  - B. The potential for effective training;
  - C. Duration of the Contract;
  - D. Dollar value of the Contract;
  - E. Total normal work force that the average bidder could be expected to use;
  - F. Geographic location;
  - G. Type of work; and
  - H. The need for additional journey workers in the area
  - I. The general guidelines for minimum total training hours are as follows:

**CITY OF COLORADO SPRINGS**

<b>Contract dollar value</b>	<b>Minimum total training hours to be provided on the project</b>
Up to 1 million	0
>1 - 2 million	320
>2 - 4 million	640
>4 - 6 million	1280
>6 - 8 million	1600
>8 - 12 million	1920
>12 - 16 million	2240
>16 - 20 million	2560
For each increment of \$5 million, over \$20 million	1280

15. The number of training hours for the trainees to be employed on the project shall be as shown in the Contract. The trainees or apprentices employed under the Contract shall be registered with the Department using Form 838, and must be approved by the Regional Civil Rights Manager before training begins for the participation to be counted toward the OJT project goal. The goal will be met by an approved trainee or apprentice working on that project; or, if a Contractor's apprentice is enrolled in a DOL approved apprenticeship program and registered with CDOT using Form 838 and working for the Contractor on a non-CDOT project. The hours worked on the non-CDOT project may be counted toward the project goal with approved documentation on Form 832. Training hours will be counted toward one project goal.
16. Subcontractor trainees who are enrolled in an approved Program may be used by the Contractor to satisfy the requirements of this specification.
17. The Contractor will be reimbursed \$2.00 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.