Project No.: FSAR 300-296 April 13, 2026
Project Control No.: 27387

Colorado
Department of Transportation
Special Provisions
R3 Traffic Signal Backplate and LED Upgrades

The 2025 *Standard Specifications for Road and Bridge Construction* controls construction of this project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans.

Project Special Provisions Index

Name of Pages	Date	Page(s)
Project Special Provisions Index	(Apr. 13, 2026)	1
Standard Special Provisions Index	(Apr. 13, 2026)	2
Notice To Bidders	(Apr. 13, 2026)	3
Commencement and Completion of Work (Floating Start Date)	(Apr. 13, 2026)	5
Revision of Section 105 - Control of Work	(Apr. 13, 2026)	6
Revision of Section 105 – Cooperation Between Contractors	(Apr. 13, 2026)	8
Revision of Section 108 – Working Time Limitations	(Apr. 13, 2026)	9
Revision of Section 626 - Public Information Management (Tier III)	(Apr. 13, 2026)	11
Revision of Section 630 – Mobile Attenuator	(Apr. 13, 2026)	18
Revision of Section 630 - Advanced Warning Arrow Panel (Type B)	(Apr. 13, 2026)	20
Revision of Section 630 - Portable Message Sign Panel	(Apr. 13, 2026)	22
Revision of Section 713 - Traffic Signals	(Apr. 13, 2026)	24
Force Account Items	(Apr. 13, 2026)	25
Traffic Control Plan – General	(Apr. 13, 2026)	26
Utilities	(Apr. 13, 2026)	28

Project No.: FSAR 300-296 April 13, 2026
Project Control No.: 27387

Colorado
Department Of Transportation
Special Provisions
R3 Traffic Signal Backplate and LED Upgrades
Standard Special Provisions Index

Name	Date	No. of Pages
Revision of Section 103 – Colorado Resident Bid Preference	(July 1, 2025)	1
Revision of Section 105 – Construction Drawings	(July 1, 2025)	1
Revision of Section 105 – Project First	(June 11, 2025)	4
Revision of Section 105 – Dispute Resolution, Dispute Review Board and Claims for Unresolved Disputes	(June 11, 2025)	26
Revision of Sections 106 - Buy America and Build America Buy America Requirements - No Federal-Aid or Projects with less than $500,000 in Federal-Aid Highway Funding	(September 11, 2025)	1
Revision of Section 106 - Environmental Product Declarations	(June 11, 2025)	11
Revision of Section 106 – Country of Origin	(July 1, 2025)	1
Revision of Section 107 – Water Quality Control (Under One Acre of Disturbance)	(July 1, 2025)	8
Revision of Section 108 – Liquidated Damages	(July 1, 2025)	1
Revision of Section 208 – Erosion Control (Under One Acre of Disturbance)	(July 1, 2025)	36
Affirmative Action Requirements Equal Employment Opportunity	(July 1, 2025)	13
Certified Payroll Requirements for Construction Contracts	(July 1, 2025)	1
Minimum Wages, Colorado, U.S. Department of Labor General Decision Number CO20260012, Mod 0, Highway Construction for Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, La Plata, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, and San Miguel counties.	(January 9, 2026)	8
Minimum Wages, Colorado, U.S. Department of Labor General Decision Number CO20260013, Mod 0, Highway Construction for Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, and Summit counties.	(January 9, 2026)	8
Minimum Wages, Colorado, U.S. Department of Labor General Decision Number CO20260014, Mod 0, Highway Construction for Larimer, Mesa, and Weld counties.	(January 9, 2026)	7
Required Contracts Statements Federal American Rescue Plan ACT/STATE and Local Fiscal Recovery Funds (ARPA/SLFRF) Construction Contracts	(July 1, 2025)	1
Special Construction Requirements, Fire Protection Plan	(July 1, 2025)	2

Notice To Bidders

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

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

Program Engineer -	Zane Znamenacek 222 S 6th St, RM 100 Grand Junction, CO 81501-2768 Office Phone: (970) 683-6275
Resident Engineer -	Andi Staley 222 S 6th St, RM 100 Grand Junction, CO 81501-2768 Office Phone: (970) 985-2878
Project Engineer -	Mike Curtis 222 S 6th St, RM 100 Grand Junction, CO 81501-2768 Cell Phone: (970) 812-2941

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

An optional pre bid conference will be held on April 28, 2026 beginning at 1:00pm virtually. Bids will be accepted from pre-qualified bidders.

Questions received from bidders along with CDOT responses will be posted in the CDOT Business Management System (B2Gnow) as they become available. To access questions and answers in B2Gnow, login to the system via the website address below. From the home page click on the "View" tab and select "My Bid Solicitations" from the dropdown menu to view current posted bid Solicitation documents for the project.

https://cdot.dbesystem.com/

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

The Resident Engineer will determine whether questions are innovative or proprietary in nature. If the Resident Engineer determines that a question does not warrant confidentiality, the bidder may withdraw the question. If the bidder withdraws the question, the Resident Engineer will not answer the question and the question will not be documented on the CDOT web site. If the bidder does not withdraw the question, the question will be answered, and both the question and CDOT answer will be posted on the web site. If the Resident Engineer agrees that a question warrants confidentiality, the Resident Engineer will answer the question, and keep both question and answer confidential. CDOT will keep a record of both question and answer in their confidential file.

All questions shall be directed to the CDOT contacts listed above no later than 7:00 A.M. Monday of the week of bid opening. Final questions and answers will be posted no later than Tuesday morning of bid opening week.

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

Commencement and Completion of Work (Floating Start Date)

The Contractor shall select the date that contract time begins for this project, subject to the following conditions:

(a) The earliest date shall be 07/07/2026.

(b) The latest date shall be 08/17/2026.

(c) The Contractor shall notify the Engineer, in writing, at least 30 days before the proposed beginning date. If the earlier date, as stated above, follows the award date by less than 30 days, the Contractor's written notice to the Engineer shall be at least 10 days before the proposed beginning date.

(d) The date that contract time begins shall be subject to the Region Transportation Director's approval. A different date may be authorized in writing by the Chief Engineer in the "Notice to Proceed."

The Contractor shall complete all work **160** working days per the "Notice to Proceed."

If materials stockpiling begins before the beginning date, contract time will not be charged for the stockpiling effort. Stockpiling of materials before the beginning date is subject to the Engineer's approval. If such approval is given, stockpiled material will be paid for per Sections 109 and 626.

Revision of Section 105 - Control of Work

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

follows: Subsection 105.10 shall include the following:

The Contractor shall provide timely response and complete all traffic signal maintenance for traffic signals that are included in the contract work within the project limits. The Contractor shall respond to the project site within one hour of notification for urban highway projects, and within four hours of notification for rural highway projects. These services shall be available upon notice, and provided at all times, including holidays and seasonal no work periods. The Contractor shall provide these services beginning when time count starts for the project through final acceptance. The Contractor shall submit a Traffic Signal Maintenance Plan (TSMP) to the Engineer for acceptance at the Pre-Construction Conference. The TSMP shall include the following:

(a) *Contact Information*. The Contractor shall designate a single contact person to be responsible for coordination and execution of the project TSMP. TSMP shall contain the Contractor's TSMP coordinator's contact information, including name and phone number, and additional contact information for all personnel assigned to perform Traffic Signal Maintenance.

(b) *Plan Requirements*. The TSMP shall establish a specific communications process to coordinate and manage Traffic Signal Maintenance. The TSMP shall document the project's response time to confirm the requirements stated above. The TSMP coordinator shall be responsible for all communications during an incident, including notification of the Engineer, and communications with concerned stakeholders regarding when the maintenance operations are started, the estimated time frame of the repair or maintenance, the time repair has been completed, and the time normal traffic operations are resumed. A post-incident evaluation report shall be submitted to the Engineer within 48 hours of the initial incident notification. The report shall summarize the incident timeline, the repair and maintenance required, and the communication efforts made during the incident.

(c) *Certification Documentation*. The Contractor shall adhere to the following requirements regarding Traffic Signal construction and maintenance personnel certifications. Current Certificates showing qualifications shall be documented in the TSMP to be submitted at the Pre-Construction Conference.

(1) For work inside the traffic signal cabinet, Signal and Signal Bench Technicians shall be minimum IMSA Level II certified. This includes the completion of training in construction, corrective maintenance and signal turn-on.

(2) For all work external to the signal cabinet, a minimum IMSA Level I Traffic Signal Field Technician/Electrician, or Traffic Signal Bench Technician/Signal Technician, is required. An IMSA Level II Traffic Signal Electrician shall be on the job site at all times that signalization work is taking place to ensure proper construction. A maximum ratio of four IMSA Level I to one IMSA Level II will be allowed for work external to the signal cabinet.

The United States Department of Labor – Bureau of Apprenticeship and Training may

be substituted for the IMSA Level I Traffic Signal Electrician requirement.

(c) *Traffic Control*. The Contractor shall perform traffic control as required until completion of the TSMP. All required traffic control contact information shall be provided in the TSMP.

The Contractor shall complete Traffic Signal Maintenance in accordance with the TSMP, and all other applicable project standard specifications or special provisions.

Traffic Signal Maintenance as described above will not be measured and paid for separately but shall be included in the work.

Revision of Section 105 – Cooperation Between Contractors

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

Subsection 105.12 shall include the following:

Other contractors will be working within or near the project limits. The Contractor for this project shall coordinate the work with these contractors as required, ensuring orderly completion of work. The Contractor shall contact all contractors working within the project limits, and assign contact personnel between them. The Contractor shall notify the Engineer in writing of these contacts and of what arrangements have been made.

Revision of Section 108 – Working Time Limitations

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

Subsection 108.03 shall include the following:

The Contractor shall provide a weekly work schedule to the Engineer by the Thursday preceding the scheduled week. The schedule shall not vary without permission from the Engineer.

Subsection 108.05 shall include the following:

Daytime Work Standard
The Contractor shall conduct all work operations during **Daytime hours (6:00 AM to 6:00 PM)**, Monday through Friday, unless otherwise stipulated in the approved Traffic Control Management Plan (TCMP) or explicitly approved in writing by the Project Engineer.

Nighttime Work and Extended Hours
If the Contractor determines that daytime work is not feasible due to lane closure restrictions, traffic impacts, or approved permitting constraints (such as those typically found on corridors like CO-82), **Nighttime Work (6:00 PM to 6:00 AM)** may be requested.

1. **Request Process:** Requests for Nighttime Work must be submitted in writing to the Project Engineer a minimum of **48 hours** in advance, detailing the justification, specific work to be performed, and the proposed Traffic Control Plan (TCP).

Workweek Constraints
The standard workweek shall consist of a maximum of **five (5) days**, Monday through Friday. The total maximum work period shall not exceed **twelve (12) hours in any twenty-four (24) hour cycle.** Any deviation from the established daily work hours or the Monday through Friday workweek, including weekend work, shall require the prior written approval of the Project Engineer and may be subject to additional liquidated damages or restrictions per the contract terms.

For the following conditions, the Contractor shall immediately remove his operation from the roadway and not resume until the Engineer gives permission:

1. If traffic at any time is so adversely impacted by the operation that the Project Engineer determines that the situation is unsafe.
2. If traffic at any time is backed up for 20 minutes or longer.

The following working time limitations shall be in effect:

"No work" shall be defined such that all equipment and traffic control devices shall be removed from the traveled way.

The Contractor shall make accommodations as necessary for special events. When possible, such accommodations shall be by scheduling work on another highway section until the special event is complete. All such schedule changes shall be approved by the Engineer.

*The Contractor shall reference the **project plans** for the Region 3 Lane Closure Strategy (R3 LCS) for all highways within Region 3.* The Contractor is advised to be familiar with the time restrictions in the latest edition of the R3 LCS.

Revision 0f Section 626
Public Information Management (Tier III)

Revise Section 626 of the Standard Specifications for this project to include the following:

Description

This work consists of providing Public Information Management for the duration of the project. The Contractor shall submit all documentation associated with the Public Information Management item to the Project Engineer. Before approval, the Engineer will coordinate review and approval with the Region Communications Manager (RCM).

Anticipated communications issues on this project include:

- 1. PIM Staffing and Capacity for multiple working locations.
- 2. Lane Closure Reporting and Enforcement due to multiple work locations.
- 3. Inconsistency and lack of clarity if messages are contradictory or ambiguous.

Construction Requirements

(a) Public Information Manager (PIM). The PIM shall perform all activities associated with Public Information Management for this project. In the event the PIM is not available, the Backup PIM shall perform the required activities. **$** The PIM shall not be the Project Superintendent.

Within ten days of the Notice to Proceed date or five days before the Pre-construction Conference, whichever is later, and at least 14 days before the start of PIM work the Contractor shall submit the name, contact information, and resume of the PIM and the Backup PIM to the Engineer. The PIM and Backup PIM shall have a minimum of five years of professional experience in public or media relations, marketing, or other related fields and appropriate verbal and written communication skills. Experience in administrative or business office duties is not a related field.

(b) Activities of the PIM. The PIM duties are:

(1) Project Onboarding/Offboarding Request Form. The PIM shall complete and update the Project Onboarding/Offboarding Request Form (https://www.codot.gov/topcontent/webrequestform) every month or as requested by the Engineer. The form will assist the PIM and CDOT with tracking required activities and deliverables.

Revision 0f Section 626
Public Information Management (Tier III)

(2) On-Call. The PIM shall be available or on-call each day there is work on the project and shall be available upon the Engineer's request outside of normal working hours. The PIM and the Contractor shall participate with CDOT on all meetings requested by the Engineer.

(3) Public Information Office. The Contractor shall establish a public information office equipped with a telephone, a local telephone number with voicemail, which becomes the Project Hotline, a computer, and an email address. Acceptable locations for the project's public information office include the project office or off-site within the Contractor's office or the PIM's office. The PIM shall update the Project Hotline telephone message greeting weekly at a minimum and include the project's anticipated completion date and forthcoming activities for the update period. The PIM shall answer calls, listen to voicemail, and check email throughout each day that construction operations are in effect. The PIM, and when necessary, the Engineer, shall respond to all inquiries with a phone call, a voicemail message, or an email within one day. The PIM shall document the contact's name, contact phone number or email address, and the action taken. Within two days of receiving the message, the PIM shall enter message details and follow-up action into the electronic reporting system.

(4) Project Meetings. The PIM shall participate in the weekly project meetings, discuss communication issues, and provide status on the items in this specification.

(5) Lane Closure Reporting.

(i) Electronic Reporting System. Before the Pre-construction Conference and at least 14 days before the project starts, the PIM shall submit a request for access to the electronic reporting system through the Project Onboarding/Offboarding Request Form (b.1). At least once per week, the PIM shall enter project information into the electronic reporting system.

(ii) Weekly Lane Closures. The Superintendent or PIM shall notify the Engineer one week in advance of all planned "no work" periods and planned lane closures. The PIM shall enter the planned weekly lane closures and updates into the electronic reporting system for the upcoming work period, Sunday through Saturday, by Thursday at 12:00 P.M. The Engineer will approve the Lane Closure and Updates by Friday at 3:00 P.M. Each Monday by 12:00 P.M., the PIM shall review www.cotrip.org and verify that the lane closure and update information is

Revision 0f Section 626
Public Information Management (Tier III)

accurate. If corrections are necessary, the PIM shall coordinate with the Engineer to make necessary corrections to www.cotrip.org.

(iii) Real-Time Lane Closure Changes. The Superintendent shall notify the PIM and the Engineer at least 24 hours in advance on approved Lane Closure changes. The Engineer will notify the PIM when the electronic reporting system is available for changes. After completing the changes, the PIM shall notify the Engineer that the changes are ready for review and approval.

(6) Public Information Collateral. The PIM shall develop a variety of Public Information Collateral to share project information for project milestones such as long-term closures or impactful construction activities. The PIM shall ensure all public-facing deliverables are accessible to individuals with disabilities and ensure nondiscrimination against people with disabilities. For more information go to the CDOT Accessibility webpage: https://www.codot.gov/topcontent/accessibility . Collateral includes the following:

(i) Photographs and Video Recordings. The PIM shall take digital photographs and video recordings at regular intervals and submit them to the Engineer. The PIM may use a cell phone camera. Photographs and video recordings shall capture a variety of work activities and other areas of work as identified by the Contractor or the Engineer. Public Information Collateral shall include these photographs and video recordings. The PIM shall submit a minimum of two digital photographs or video recordings of the project activities and progress each month. Each photograph and video recording shall include the project number, project code, date, time, location and station or milepost, and name of the person taking the photograph or video recording.

(ii) Maps and Graphics. The PIM shall develop maps, detour maps, and graphics for use in Public Information Collateral.

(iii) Web Page Updates. The PIM shall submit information about the project (via a web form (https://www.codot.gov/topcontent/webrequestform) to develop a project webpage. The webpage shall be created and completed so that the online web link can be included in the media release. The information will include the project cost, Contractor name, duration, location, scope, construction phasing or work schedule, potential traffic impacts, and summary of project benefits. The PIM shall provide a link to the COtrip.org website

Revision 0f Section 626
Public Information Management (Tier III)

mapping system's "Construction Layer." The PIM shall visit and perform a weekly quality control check of the webpage to ensure the site is functioning correctly. The PIM shall provide updates with pertinent changes in schedule information, new photos, contact information, etc.

(iv) Stakeholder List. The PIM shall submit a Stakeholder List as a component of the Public Information Plan with each stakeholder's name, telephone number, email address, and notes on communication needs for the project. §

(v) Public Information Management Contact Sheet. The PIM shall prepare and update a Public Information Management Contact Sheet with the names and contact information of the individuals pertinent to the project's public information. At a minimum, the Contact Sheet shall include the Resident Engineer, Project Engineer, RCM, CDOT website administrator, the electronic reporting system administrator, PIM, Backup PIM, Contractor Superintendent, and Traffic Control Supervisor. The contact sheet shall include the applicable Traffic Management Centers. (Joint Operations Center-Golden, Joint Operations Area-Eisenhower Johnson Memorial Tunnel, Joint Operations Center-Pueblo, and Joint Operations Center-Hanging Lake Tunnels.) The Public Information Plan shall include the Public Information Management Contact Sheet.

(vi) Traffic Advisories and Project Updates. The PIM shall develop weekly traffic advisories and project updates developed from the weekly Lane Closure Report, including lane closures and project update information. The CDOT traffic advisories and project updates templates are available in the Project Onboarding/Offboarding Request Form PIM resources. The Engineer will approve traffic advisories and project updates before distribution. The PIM shall email the traffic advisory and project updates to the stakeholder list by Friday of each week to announce the following week's upcoming project activity. The emailed advisory may come from the project email box or an automated distribution platform. A Mailchimp account is available through CDOT.

(vii) Media Relations. At least 14 days before the start of work or a milestone, the PIM shall prepare media releases using the CDOT media release template available in the Project Onboarding/ Offboarding Request Form PIM resources.

Revision 0f Section 626
Public Information Management (Tier III)

The PIM shall allow the Engineer at least three-days to review and approve the media release before distribution. CDOT will distribute media releases.

CDOT will address all media inquiries and media requests. The PIM shall immediately notify the Engineer of any project and on-site situations involving the media. When the media contacts the PIM or Contractor staff, the PIM shall provide the media with the RCM's contact information.

The PIM shall prepare a media release announcing the project, summarizing the project scope, construction phasing, construction activities that affect traffic, the project end date, and a summary of project benefits. The PIM shall develop additional media releases for major construction milestones, traffic control or lane shifts, closures, project completion and as directed by CDOT. The releases shall also include maps or other graphics.

(viii) Project Flyers. The PIM shall develop project flyers using the CDOT project flyer template available in the Project Onboarding/Offboarding Request Form PIM resources. The PIM shall submit the draft project flyer to the Engineer for review 10 days before the planned distribution and shall distribute the project flyer at least 10 days before the Project's start or milestone. The review and approval of the project flyer will not exceed five days.

This project requires project flyers at the following milestones:

1. Initial project flyer

The initial project flyer shall provide the start and end dates, project location, description of work, traffic impacts, scheduled work hours and workdays, the Project Hotline telephone number, email address, web address, project map, photo of the project area, and construction safety message as defined by CDOT. The PIM shall distribute the initial project flyer before construction starts.

Develop the list of recipients via https://www.usps.com/business/every-door-direct-mail.htm, from county GIS mapping, or other approved method. The PIM shall deliver one approved flyer per property owner and each tenant within 1 mile of the project limits. The estimated number of printed flyers is 750. The PIM shall distribute an email containing a digital form of the flyer to stakeholders identified in the Stakeholder List.

Revision 0f Section 626
Public Information Management (Tier III)

(7) Public Information Plan. The PIM shall submit a Public Information Plan (PIP) within five days of the Pre-construction Conference. The PIP shall be specific to the project. The PIP shall include public information strategies for affected road users using the Public Information Collateral, the expected work zone impacts and closure details, commuter alternatives, community, government and business relations, media relations, identification of public information issues, proposed outreach strategies, approach to crisis communications, the Stakeholder List, and the Public Information Management Contact Sheet. The PIM shall update the plan when necessary and as directed by the Engineer. The PIP is a component of subsection 630.10 Transportation Management Plan.

(8) Limited English Proficient (LEP) Individuals. A LEP is an individual for whom English is not their primary language and who has a limited ability to read, write, speak, or understand English. The PIM shall provide language assistance of the Public Information Collateral when the project is located in a community that has greater than five percent LEP individuals. Project-related language assistance includes translation, interpretation services, or communication in a form the LEP person understands. The PIM shall document all measures taken to communicate with LEP persons, record all requests for language assistance, and submit the documentation to the Engineer.

(9) Response Protocol to CDOT and the Public. The PIM shall follow Table 626-1 in responding to correspondence from stakeholders and the public:

Table 626-1 - Response Timing

Type	Timing
Project Hotline calls and voice messages	Answer calls and check messages throughout each day. Respond within one day. Enter details into the electronic reporting system within two days.
Email messages	Respond within one day. For high-volume situations, respond within two days. Enter details into the electronic reporting system within two days.
Calls from CDOT Staff	Respond as soon as possible, and within 24 hours.

Web page inquiries	Respond within one day. For high-volume situations, respond within two days.

Method of Measurement

The Engineer will monitor the PIM and all public information services. When the PIM provides acceptable public information services per these specifications, partial payments for the pay item Public Information Services will be made as the work progresses. Failure to provide acceptable public information services will result in a withholding of payment for this item. These partial payments will be made as follows:

Partial payments for public information services will be made once each month as work progresses. The monthly partial payments will be determined by pro-rating the lump sum bid amount by the number of months in the actual construction schedule.

Basis of Payment

Payment will be made under:

Pay Item	Pay Unit
Public Information Services (Tier III)	Lump Sum

Payment for Public Information Services will be full compensation for all work, materials, and equipment to provide public information throughout the project per this specification.

Construction Signs will be measured and paid for per Section 630.

Revision of Section 630
Mobile Attenuator

Revise Section 630 of the Standard Specifications for this project to include the following:

This work shall consist of furnishing, operating, and maintaining a truck with an attached impact attenuator.

Subsection 630.09 shall include the following:

Mobile Attenuator Options:

Truck Mounted Attenuator. The Contractor shall supply a vehicle with a truck-mounted attenuator approved by the FHWA to comply with the crash test requirements contained in NCHRP Report 350 (only applicable for impact attenuators developed prior to 2011) or MASH (acceptable for all impact attenuators), level TL-3 collisions. The attenuator shall be mounted to a suitable truck in a manner meeting the Manufacturer's specifications. The truck shall be furnished with a roof-mounted Advance Warning Flashing or Sequencing Arrow Panel (B Type).

The Mobile Attenuator shall be used when setting up or taking down the work zone and shall be parked in the activity area protecting the construction work while work is being performed, unless otherwise directed. A buffer zone shall be provided in front of the truck for worker safety. This buffer zone shall be in accordance with the manufacturer's recommendations, but shall be no less than 100 feet in length, unless otherwise directed.
Subsection 630.12 shall include the following:

Maintenance, storage, operation, and all repairs of Mobile Attenuator and vehicle shall be the responsibility of the Contractor.

Subsection 630.14 shall include the following:

Method of Measurement

Mobile Attenuator will be measured by the number of attenuators shown on the plans, installed, certified, and accepted.

Basis of Payment

If the pay unit is "each" the item will be paid incrementally per subsection 630.16.

The accepted quantities will be paid for at the contract unit price for the pay item listed below:

Payment will be made under:

Pay Item	Pay Unit
Impact Attenuator (Temporary)	Each

Payment will be full compensation for all work and materials required to furnish, install, certify, move, repair, maintain, and remove the impact attenuator.

Revision of Section 630
Advanced Warning Arrow Panel (Type B)

Revise Section 630 of the Standard Specifications for this project to include the following:

Subsection 630.01 shall include the following:

This work includes furnishing, installing and maintaining Advance Warning Flashing or Sequencing Arrow Panel (Type B).

Subsection 630.031 is added following Subsection 630.03 as follows:

630.031 Advance Warning Flashing or Sequencing Arrow Pane (Type B).

Advance Warning Flashing or Sequencing Arrow Panel (Type B) shall be powered by solar panels.

Arrow panel shall be furnished as a device fully self contained on a portable trailer, licensed for normal highway travel, and shall include 4 leveling and stabilizing jacks. Arrow panel shall be stable in sustained winds of 80 MPH, plus gusts to 100 MPH.

The arrow panel must meet MUTCD requirements.

For solar powered units, the following shall also apply:

A) The photo-voltaic unit shall be designed to provide 15 days of continuous operation without sun, at or below -10 degrees Celsius, (15 degrees Fahrenheit), at maximum sign load with no performance loss.

B) Automatic recharging of the power supply batteries shall be provided.

C) In addition to the onboard solar power supply the arrow panel shall be capable of recharging the batteries from, and operating on 120 volt AC commercial electrical service or portable generator.

D) Arrow panels shall be capable of maintaining all required operations under Colorado mountain-winter weather conditions.

Subsection 630.12 shall include the following:

Operation, relocation to different sites, storage, maintenance and all repairs of arrow panels shall be the responsibility of the Contractor.

Method of Measurement

Advanced Warning Arrow Panel (Type B) will be measured by the number of arrow panels shown on the plans, installed, certified, and accepted.

Basis of Payment

If the pay unit is “each” the item will be paid incrementally per subsection 630.16.

The accepted quantities will be paid for at the contract unit price for the pay item listed below:

Payment will be made under:

Pay Item	Pay Unit
Advanced Warning Arrow Panel (Type B)	Each

Payment will be full compensation for all work and materials required to furnish, install, certify, move, repair, maintain, and remove the Advanced Warning Arrow Panel (Type B).

Revision of Section 630
Portable Message Sign Panel

Revise Section 630 of the Standard Specifications or this project as follows:

Subsection 630.01 shall include the following:
This work includes furnishing, operating, and maintaining a portable message sign panel.

Add subsection 630.031 immediately following subsection 630.03 as follows:

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

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

Each sign shall also conform to the following:

(1) In addition to the onboard solar power operation with battery back-up, each sign shall be capable of operating on a hard wire, 100-110 VAC, external power source.

(2) All electrical wiring, including connectors and switch controls necessary to enable all required sign functions shall be provided with each sign.

(3) Each sign shall be furnished with an operating and parts manual, wiring diagrams, and trouble-shooting guide.

(4) The portable message sign shall be capable of maintaining all required operations under Colorado mountain-winter weather conditions.

(5) Each sign shall be furnished with an attached license plate and mounting bracket.

(6) Each sign shall be wired with a 7-prong male electric plug for the brake light wiring system.

Subsection 630.13 shall include the following:

The portable message sign panel shall be on the project site at least 4 days before the start of active roadway construction. Maintenance, storage, operation, relocation to different sites during the project, and all repairs of portable message sign panels shall be the responsibility of the Contractor.

Subsection 630.18 shall include the following:

Portable message sign panels will be measured by the maximum number of approved units in use on the project at any one time.

Subsection 630.19 shall include the following:

Pay Item	Pay Unit
Portable Message Sign Panel	Each

Revision of Section 713 - Traffic Signals

Section 713 of the Standard Specifications is hereby revised for this project as follows:

Subsection 713.11 shall include the following:

Manufacturer's Warranty

Repair or replacement guarantee of at least 10 years covering all but accidental damage for vehicle LED indications.

Force Account Items

Description

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

Basis of Payment

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

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

Estimated

Force Account Item	Estimated Quantity	Amount
F/A Minor Contract Revisions	F.A.	$ 105,000*
F/A Project First Program	F.A.	$ 1,000

*Denotes that F/A items must be included in the bid bond.

Traffic Control Plan – General

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

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

(1) Subsection 104.04 and Section 630 of the specifications.
(2) Standard Plan S-630-1, Traffic Controls for Highway Construction, Cases 18 and 19 and Standard Plan S-630-2.
(3) Schedule of Construction Traffic Control Devices.

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

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

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

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

The Contractor shall not have construction equipment or materials in the lanes open to traffic at any time, unless directed by the Project Engineer. All personnel vehicle parking is prohibited where it conflicts with safety, access, or flow of traffic.

The required TCS Diary for each day shall be submitted to the Engineer or the project inspector no later than 10:00 a.m. of the following day.

The TCS shall carry a Cell Phone. The cell phone number shall be provided to the Project Engineer.

Equipment shall not be stored within 30 feet of the currently traveled roadway lanes.

If traffic at any time is so adversely affected by the operation that the Project Engineer determines that the situation is unsafe, the Contractor shall remove his operation from the roadway and not resume until the Project Engineer gives permission.

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

The Contractor shall provide full intersection movements for traffic at all times, except as approved by the Engineer.

Lane closures on three lane sections shall be limited to just one lane closure.

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

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

The contractor shall submit an MHT specifically for two lane highways and a separate one for multi-lane highways, if applicable, for approval by the Engineer.

A truck mounted attenuator with a sequencing arrow panel (B Type) shall be included at all locations where work is being performed over the highway.

The Contractor shall not have temporary traffic control on site during any project shutdown period so that no traffic control inspections (TCI) are required during the shutdown period.

All roadways must be returned to the existing lane configuration prior to the conclusion of the off-peak work hours listed above. The Contractor shall clear the operations allowing thirty (30) minutes to perform removals of traffic control devices.

*The Contractor shall reference the **project plans** for the Region 3 Lane Closure Strategy (R3 LCS) for all highways within Region 3.* The Contractor is advised to be familiar with the time restrictions in the latest edition of the R3 LCS.

The Contractor is allowed to work in a maximum of two locations within five miles of each other as authorized by the Project Engineer.

Utilities

Known utilities within the limits of this project are:

COLORADO DEPT. OF TRANSPORTATION	MARC TRAVIS	970-683-7534 Cell: 970-379-9809
VARIOUS MEMBER UTILITIES – (Utilities Notification Center of Colorado)		1-800-922-1987

The work described in these plans and specifications may require coordination between the Contractor and the utility company(s) in accordance with subsection 105.11 in conducting their respective operations as necessary, so that the utility work can be completed with minimum delay to all parties. The Contractor shall be required to meet with each utility owner impacted by the work a minimum of thirty (30) days in advance of any construction operations to coordinate required utility work with the construction activity.

THE WORK LISTED BELOW SHALL BE PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER.

The Contractor shall keep the utility owner(s) advised of any work being done to their facility, so that the utility owner(s) can coordinate their inspections for final acceptance of the work with the Engineer.

The Contractor shall provide traffic control for any utility work expected to be coordinated with construction operations as directed by the Engineer. However, traffic control for utility work outside of typical project work hours or outside of project limits shall be the responsibility of the utility owner. The Contractor shall be compensated for traffic control as per the bid items for traffic control as established on this project.

There are no known utility conflicts on this project. However, the Contractor shall request and shall have received locates from the agencies listed above prior to commencing any type of excavations. The Contractor is responsible for protecting all existing utilities from damage due to their construction operations.

THE WORK LISTED BELOW WILL BE PERFORMED BY THE UTILITY OWNERS OR THEIR AGENTS:

Utility locates will be provided by the Utility owners, or their agents, upon proper notification as indicated in the GENERAL section below. For locates of CDOT owned facilities, the Contractor shall contact Marc Travis at the telephone numbers shown above.

GENERAL:

The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavation or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days, (NOT INCLUDING THE DAY OF NOTICE OR THE DAY OF EXCAVATION) prior to commencing such operations. Contact the Utility Notification Center of Colorado (UNCC) at 1-800-922-1987 to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be located by contacting the respective company. For CDOT owned utility facilities the Contractor shall call the Region 3 Traffic Section at 970-683-7534 to request locates. CDOT is not contacted when locates are requested through the UNCC. Utility service laterals shall also be located prior to beginning ANY excavation or grading.

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

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

Revision of Section 103
Colorado Resident Bid Preference

Section 103 of the Standard Specifications is hereby revised for this project as follows:

Subsection 103.01 shall include the following:

(a) Colorado Resident Bid Preference. A resident bidder shall be allowed a preference against a nonresident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident.

Resident bidder means:

(1) A person, partnership, corporation, or joint venture which is authorized to transact business in Colorado, and which maintains its principal place of business in Colorado: or,

(2) A person, partnership, corporation, or joint venture, which is authorized to transact business in Colorado, which maintains a place of business in Colorado, and which has paid Colorado unemployment compensation taxes in at least seventy-five percent of the eight quarters immediately prior to bidding on a construction contract for a public project.

To determine the resident bid preference status of a bidder, the bidder shall submit a completed Form 604 with the proposal. Failure to submit the residency Form with the proposal will be justification for and may result in the rejection of the proposal and forfeiture of the proposal guaranty.

The proposals will be treated as follows:

(1) All proposals will be checked for accuracy by the Department.

(2) The dollar amount of the checked proposal from nonresident bidders will be adjusted by a percentage equal to the percentage preference given or required by the state or foreign country of the bidder's residency. If the state or foreign country does not give or require a residency preference, no adjustment in the proposal dollar amount will be made.

(3) Adjusted proposals from nonresident bidders will then be compared to proposals from resident bidders, and the bidder with the lowest total will be considered the apparent low bidder.

(4) Should a nonresident bidder be the apparent low bidder, in accordance with paragraph (3) above, an award will be made on the basis of the original proposal, not the adjusted proposal.

(5) The Department will proceed with its normal award procedure.

Revision of Section 105
Construction Drawings

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

Delete subsection 105.02(f).

Revision of Section 105
Project First Program

Revise Section 105 of the Standard Specifications as follows:

Replace the following in Subsection 105.10, "Cooperation by the Contractor", as shown:

Project First Program. Project First is required on all projects with an Engineer's Estimate of over one million dollars, is optional and is highly recommended for all other projects. The Project First Program shall not take precedence over any other Contract requirement and shall only apply to contracts with the Department.

Project First is a project partnering that focuses on managing risks, facilitating communication, and working together to achieve common goals within the guidelines and parameters established by the Contract. The Project First Program is structured to draw on the strengths of the Contractor and the Department to identify and achieve mutual goals. Project First is a scalable program that supports effective and efficient contract performance and is performed with reciprocal cooperation. The goal is a project completed within budget, on schedule, and per the Contract. The Project Engineer and the Superintendent are the lead representatives to address the issues promptly and at the appropriate level. Executives from both organizations are encouraged to be active supporters and to visit with the Project Teams. The Project First Program includes the Project Team, consisting of the Department and the Contractor, developing tools to identify and manage project risks and facilitate communication. The tools are developed and updated for the project's duration in formal Workshops and project meetings.

Nothing in this Section or Project First Program waives or extinguishes any defenses, rights, or obligations set forth in the Contract and/or the Contract Documents, or at law in equity, including, but not limited to, any notice and/or disclosure requirements set forth in Sections and/or Subsections 104.02, 104.03, 105.22, 105.23, 105.24, 106.05, 106.06, 108.08(a), and 108.08(d) and/or the Disputes Resolution Process.

Project First Workshops

(a) Workshop Facilitation. All costs related to Project First shall be included in the work and shall not be paid for separately, except for the actual costs for the use

Revision of Section 105
Project First Program

of a third-party workshop facilitator. If the parties mutually agree to use a third-party workshop facilitator, payment will be made for the actual costs incurred. The cost for a workshop facilitator shall be agreed upon before engagement. The Project Team shall equally share the facilitation costs. The Contractor shall contract directly with the third party, and payment will be made per subsection 109.04.

(b) *Initial Workshop*. The Project Team shall conduct an in-person initial workshop before the Preconstruction Conference. The Project Engineer and the Superintendent shall jointly agree on the individuals to invite to the initial workshop. They shall invite the members from their respective teams. The Region Transportation Director or the Program Engineer, the Resident Engineer, the Project Engineer, and other project personnel shall attend the initial workshop. The Contractor owner, executive, or representative, the Superintendent, project supervision personnel, and key subcontractors shall attend the initial workshop. The Engineer and the Superintendent shall jointly determine if other stakeholders shall attend. At the initial workshop, the parties will each discuss their planned approach to the project and develop the Project First Tools.

(c) *Follow-up Workshops and Closeout Workshop*. The Project Team shall conduct follow-up workshops at least once every two months, unless the Project Engineer and the Superintendent jointly determine that the frequency of these meetings can be reduced, and one final closeout workshop. When there are open items on the Project Risk Assessment Tool, workshops shall continue during no-work periods. Workshops are not required during landscape establishment periods. The Project Team shall conduct the closeout workshop before Final Acceptance.

The Resident Engineer, the Project Engineer, the Superintendent, and project supervision personnel shall attend the follow-up workshop and closeout workshop. The Region Transportation Director or Program Engineer, the Contractor owner, executive, or representatives are not required to attend the follow-up workshops and closeout workshop. The subcontractors or stakeholders with open risk items and incomplete work shall attend the follow-up workshop and closeout workshop. The Project Engineer and the Superintendent shall jointly determine if other stakeholders shall attend.

Revision of Section 105
Project First Program

In the follow-up workshops, the parties will update Risk Assessment Tool risks, including adding any new risks and closing completed risks. The parties shall resolve all remaining risks and document lessons learned before or by the closeout workshop. The Project Team should also celebrate the project successes.

Project First Tools

(a) Project Risk Assessment Tool. The Project Team shall develop and update a Project Risk Assessment Tool. This Project Risk Assessment Tool shall support risk identification, analysis, response strategy, monitoring, and control. All parties shall use the Project Risk Assessment Tool to document and manage the project risks. A risk for Project First is an unexpected known event or potential future event that may positively or negatively affect the project costs, schedule, scope, or relationship. The Project Team may modify the Project Risk Assessment Tool to suit the project.

(b) Project First Escalation Ladder. Use the Escalation Ladder to communicate major or repeated concerns to the next person in the supervisory chain. The Escalation Ladder is a list that includes the name, title, and contact information of the individuals in the supervisory chain for the Contractor's project organization and for the Department's project organization. The Contractor and the Department shall keep the Escalation Ladder up to date. The Project Team shall use the Escalation Ladder when the following types of concerns occur to maintain project communication and resolve issues at the lowest level:

- Bad Faith: When an individual is knowingly or willingly dishonest, not fulfilling legal or contractual obligations, misleads others, enters into an agreement without the intention or means to fulfill it, and/or violates basic standards of honesty in dealing with others.
- Administration Performance: When an individual is not responsive in administrative performance, such as resolving requests for information, developing partial payments, submitting required documentation, delays in progressing issues, and in negotiations. When an individual is unable to or is not competent in performing construction administration duties.
- Defiance: When an individual disregards Contract requirements or the direction of the Project Engineer.

Revision of Section 105
Project First Program

- Professionalism: When an individual acts in an unprofessional manner, including disrespectful, vulgar, and/or aggressive behavior.

Project First may be utilized to communicate concerns and issues at the project level prior to the submission of a Dispute as defined pursuant to Subsection 105.22 of the Dispute Resolution Process. Although these concerns may contribute to the issues described in subsection 105.22, they are different and addressed separately. This subsection and the referenced Project First Escalation Ladder shall not be used to circumvent or replace the escalation process detailed in Subsection 105.22 Dispute Resolution. Subsection 105.22 is the Contract escalation process for Issues that may result in Disputes related to items included in but not limited to Subsections 104.02, 104.03, 106.05, 106.06, 108.08(a), and 108.08(d) for merit and quantum as described and detailed in Subsection 105.22.

(c) Project First Charter. The establishment of a Project First charter is optional. A Project First Charter shall not change the legal relationship of the parties to the Contract, nor act as a waiver of, nor supersede the terms of the Contract. If a Project First Charter is developed, the Project Team shall develop the Project First Charter jointly.

Revision of Section 105
Dispute Resolution

Revise Section 105 of the Standard Specifications as follows:

Remove and replace Subsections 105.22, "Dispute Resolution"; 105.23, "Dispute Review Board"; and 105.24, "Claims for Unresolved Disputes", as follows:

105.22 Dispute Resolution. Subsections 105.22, 105.23, and 105.24 detail the process through which the parties (CDOT and the Contractor) agree to resolve any issue that may result in a Dispute. The process intends to resolve issues early, efficiently, and as close to the project level as possible. Figure 105-1 outlines the process. Specified time frames may be extended by mutual agreement of the Engineer and the Contractor. In these subsections, when a time frame ends on a Saturday, Sunday, or holiday, the time frame shall be extended to the next scheduled workday.

Definitions:

Issue. A disagreement concerning contract price, contract time, interpretation of the Contract, or a combination thereof between the parties at the project level regarding or relating to the Contract. Issues include, but are not limited to, a disagreement resulting from a delay, a change order, another written order, or an oral order from the Project Engineer, including any direction, instruction, interpretation, or determination by the Project Engineer, interpretations of the Contract provisions, plans, or specifications or the existence of alleged differing site conditions.

Dispute. An Issue that the Contractor and CDOT have not been able to resolve, and for which the Contractor submits a written formal notice of Dispute per subsection 105.22(c).

Claim. A Dispute not resolved at the Resident Engineer level or resolved after a DRB recommendation.

Merit. Refers to the right of a Contractor to recover on a Claim or Dispute, irrespective of Quantum, based on the substance, elements, and grounds of that Claim or Dispute.

Quantum. Refers to the quantity or amount of compensation or time (or both), if any, that may be granted to the Contractor when a Dispute or Claim is found to have Merit.

The Contractor shall bring the Issue(s) to the Project Engineer's attention, in writing, within 15 days of the Contractor being aware of the Issue(s). Written notice must take the form of a stand-alone, non-chain e-mail or letter, addressed and delivered to the Project Engineer. If a Contractor provides written notice outside of the 15-day deadline, it shall be presumed that CDOT suffered prejudice. Where the Contractor

failed to provide the required notice, the failure to provide notice may be treated as a separate and threshold Dispute to be resolved before other related Dispute(s) are submitted, addressed, or resolved.

Disputes from subcontractors, material suppliers, or any other entity not party to the Contract shall be submitted through the Contractor. The review of a pass-through Dispute does not create privity of Contract between CDOT and the subcontractor.

An audit may be performed by the Department for any Dispute or Claim. All audits will be completed within 90 days of the request for an audit, provided the Contractor allows the auditors reasonable and timely access to the Contractor's books and records.

If CDOT does not respond within the specified timelines, the Contractor may advance the Dispute to the next review level in the dispute resolution process.

When the Project Engineer is a Consultant Project Engineer, actions, decisions, and determinations specified as made by the Project Engineer shall be made by the Resident Engineer.

The dispute resolution process set forth in this subsection shall be exhausted in its entirety before initiation of litigation. Failure to comply with the requirements set forth in this subsection, including notice requirements, shall bar either party from any further administrative, equitable, or legal remedies. Subject to the rebuttable presumption of prejudice to CDOT set forth above, if a deadline is missed that does not prejudice either party, further relief shall be allowed.

All written notices of Dispute shall be submitted within 30 days of the date of the Project Engineer's Final Acceptance letter; see subsection 105.21(b).

When a project has a landscape maintenance period, the Project Engineer will grant partial acceptance per subsection 105.21(a). This partial acceptance will be the project acceptance of all the construction work performed before this partial acceptance.

All Disputes and Claims related to the work in which this partial acceptance is granted shall be submitted within 30 days of the Project Engineer's partial acceptance.

Should the Contractor's Dispute use the Total Cost approach for calculating damages, damages will be determined by subtracting the contract amount from the total cost of performance. Should the Contractor's Dispute use the Modified Total Cost approach for calculating damages, if the Contractor's bid was unrealistic in part, or some of its costs were unreasonable or some of its damages were caused by its own errors, those costs and damages will be deducted from the total cost of performance to arrive at the Modified Total Cost. The Total Cost or Modified Total Cost basis for calculating damages shall not be available for any Disputes or Claims seeking damages where the

Contractor could have kept separate cost records at the time the Dispute arose as described in subsection 105.22(a).

(a) Document Retention. The Contractor shall keep full and complete records of the costs and additional time incurred for each Dispute for a period of at least three years after the date of final payment or until the Dispute is resolved, whichever is longer. The Contractor, subcontractors, and lower-tier subcontractors shall provide adequate facilities, acceptable to the Project Engineer, for an audit during normal business hours. The Contractor shall permit the Project Engineer or Department auditor to examine and copy those records and all other records required by the Project Engineer to determine the facts or contentions involved in the Dispute. The Contractor shall identify and segregate any documents or information that the Contractor considers particularly sensitive, such as confidential or proprietary information.

Throughout the Dispute, the Contractor and the Project Engineer shall keep complete daily records of extra costs and time incurred, per the following procedures:

1. Daily records shall identify each operation affected, the specific locations where work is affected, and the potential effect to the project's schedule. Such records shall also reflect all labor, material, and equipment applicable to the affected operations.

2. On the first workday of each week following the date of the written notice of Dispute, the Contractor shall provide the Project Engineer with the daily records for the preceding week. If the Contractor's records indicate costs greater than those kept by the Department, the Project Engineer will meet with the Contractor and present CDOT's records to the Contractor at the meeting. The Contractor shall notify the Engineer in writing within three workdays of any inaccuracies noted in, or disagreements with, the Department's records.

(b) Initial Dispute Resolution Process. To initiate the Dispute resolution process, the Contractor shall provide a written notice of Dispute to the Project Engineer upon the failure of the Parties to resolve the Issue through negotiation. Disputes will not be considered unless the Contractor has first complied with specified Issue resolution processes such as those specified in subsections 104.02, 106.05, 108.08(a), and 108.08(d).

The Contractor shall supplement the written notice of Dispute within 15 days with a written Request for Equitable Adjustment (REA) providing the following:

(1) The date of the Dispute.

(2) The nature of the circumstances that caused the Dispute.

(3) A detailed explanation of the Dispute, citing specific provisions of the Contract and any basis, legal or factual, that supports the Dispute.

(4) If any, the estimated Quantum, calculated per the methods set forth in subsection 105.24(b)12, with supporting documentation.

(5) An analysis of the progress schedule showing the schedule change or disruption, if the Contractor is asserting a schedule change or disruption. This analysis shall meet the requirements of subsection 108.08(d).

The Contractor shall submit as much information on the Quantum and impacts to the Contract time as is reasonably available with the REA and then supplement the REA as additional information becomes available. If the Dispute escalates to the DRB process, neither party shall provide or present to the DRB any Issue or any information that was not contained in the REA and fully submitted in writing to the Project Engineer and Resident Engineer during the subsection 105.22 process.

(c) Project Engineer Review. Within 15 days after receipt of the REA, the Project Engineer will meet with the Contractor to discuss the Merits of the Dispute. Within seven days after this meeting, the Project Engineer will issue a written decision on the Merits of the Dispute.

The Project Engineer will either deny the Merits of the Dispute or notify the Contractor that the Dispute has Merit. This determination will include a summary of the relevant facts, Contract provisions supporting the determination, and an evaluation of all scheduling issues that may be involved.

If the Dispute is determined to have Merit, the Contractor and the Project Engineer will determine the adjustment in payment, schedule, or both within 30 days. When a satisfactory adjustment is determined, it shall be implemented per subsections 106.05, 108.08, 109.04, 109.05, or 109.10, and the Dispute is resolved.

If the Contractor accepts the Project Engineer's denial of the Merits of the Dispute, the Dispute is resolved, and no further action will be taken. If the Contractor does not respond in seven days, it will be assumed he has accepted the denial. If the Contractor rejects the Project Engineer's denial of the Merits of the Dispute or a satisfactory adjustment of payment or schedule cannot be agreed upon within 30 days, the Contractor may further pursue resolution of the Dispute by providing written notice to the Resident Engineer within seven days, according to subsection 105.22(e).

(d) Resident Engineer Review. Within seven days after receipt of the Contractor's written notice to the Resident Engineer of unsatisfactory resolution of the Dispute, the Project Engineer and Resident Engineer will hold at least one meeting (or more than one meeting upon mutual agreement of the parties) with the Contractor.

Meetings shall continue weekly for a period of up to 30 days. Meetings shall include a Contractor's representative with decision authority above the project level to discuss the Dispute. When the Project Engineer is a Consultant and the Resident Engineer rendered the Project Engineer's written decision, the Program Engineer will render the Resident Engineer's written decision. Within 7 days after this meeting, the Resident Engineer will issue a written decision on the Merits of the Dispute.

If these meetings result in the resolution of the Dispute, the resolution will be implemented per subsections 108.08, 109.04, 109.05, or 109.10, and the Dispute is resolved.

If these meetings do not result in a resolution or the participants mutually agree that they have reached an impasse, the Dispute shall be presented to the Dispute Review Board per subsection 105.23.

105.23 Dispute Review Board. A Dispute Review Board (DRB) is an independent third party that will provide specialized expertise in technical areas and the administration of construction contracts. The DRB will assist in and facilitate the timely and equitable resolution of Disputes between CDOT and the Contractor in an effort to avoid animosity and construction delays, and to resolve Disputes as close to the project level as possible. The DRB shall be established and operate as provided and shall serve as an independent and impartial board. A DRB member shall not be called as a witness for future litigation.

There are two types of DRBs: the "On Demand DRB" and the "Standing DRB". The DRB shall be an "On Demand DRB" unless a "Standing DRB" is specified in the Contract. An On Demand DRB may be established at any time during the project to assist with Issue and Dispute resolution and when the Project Engineer initiates a DRB review per subsection 105.23(a). A Standing DRB, when specified in the Contract, shall be established at the beginning of the project.

(a) Initiation of Dispute Review Board Review. When a Dispute has not been resolved per subsection 105.22, the Project Engineer will initiate the DRB review process within five days after the period described in subsection 105.22(e).

(b) Formation of Dispute Review Board. DRBs will be established per the following procedures:

1. CDOT, in conjunction with the Colorado Contractors Association (CCA), will maintain a statewide list of pre-approved DRB candidates experienced in construction processes and the interpretation of contract documents, and the resolution of construction Disputes. Only individuals who have completed training (currently titled DRB Administration and Practice Training) through the Dispute Resolution Board Foundation or otherwise approved by CDOT can be a

DRB member. DRB nominees shall be selected from the list of pre-approved candidates. When a DRB is formed, the parties shall execute the agreement set forth in subsection 105.23(m).

2. If the Dispute has a value of $250,000 or less, the On Demand DRB shall have one member. The Contractor and CDOT shall select the DRB member and execute the Three-Party Agreement within 30 days of initiating the DRB process. If the parties do not agree on the DRB member, each shall select five candidates. Each party shall numerically rank their list using a scale of one to five, with one being their first choice and five being their last choice. If common candidates are listed, but the parties cannot agree, the common candidate with the lowest combined numerical ranking shall be selected. If there is no common candidate, the lists shall be combined, and each party shall eliminate three candidates from the list. Each party shall then numerically rank the remaining candidates, with Number 1 being the first choice. The candidate with the lowest combined numerical ranking shall be the DRB member. The CDOT Project Engineer will be responsible for having all parties execute the agreement.
3. If the Dispute has a value over $250,000, the On Demand DRB shall have three members. The Contractor and CDOT shall each select a member, and those two members shall select a third. Once the third member is approved, the three members will nominate one of them to be the Chair and execute the Three-Party Agreement within 45 days of initiating the DRB process.
4. The Standing DRB shall always have three members. The Contractor and CDOT shall each select a member, and those two members shall select a third member. Once the third member is approved, the three members will nominate one of them to be the Chair. The Contractor and CDOT shall submit their proposed Standing DRB members within five days of execution of the Contract. The third member shall be approved before the Pre-construction Conference. The third member shall be selected within 15 days of the execution of the Contract. Before construction starts, the parties shall execute the Three-Party Agreement. The CDOT Project Engineer will be responsible for having all parties execute the agreement. The Project Engineer will invite the Standing DRB members to the Pre-construction and any Project First conferences.
5. DRB members shall not have been involved in the administration of the project under consideration. CDOT and the Contractor shall inform their selected DRB member who the major firms/people are on the project and request their selected DRB member to review the CDOT disclosure requirements and Canon of Ethics and then submit a disclosure statement, which shall also be submitted to the other party. DRB candidates shall complete the DRB Disclosure

Requirements and DRB Nominee Disclosure Form and disclose to the parties the following relationships:

(1) Prior employment with either party

(2) Prior or current financial interests or ties to either party

(3) Prior or current professional relationships with either party

(4) Anything else that might bring into question the impartiality or independence of the DRB member.

(5) Before agreeing to serve on a DRB, members shall notify all parties of any other CDOT DRB's they are serving or that they will be participating in another DRB.

If either party objects to the selection of the chair or other DRB members based on the disclosures, or based on information not disclosed, which might bring into question the impartiality, independence, or performance of the potential member, that potential member shall not be placed on the Board.

6. There shall be no ex parte communications with the DRB at any time.
7. The service of a Board member may be terminated only by written agreement of both parties.

(c) If a Board member resigns, is unable to serve, or is terminated, a new Board member shall be selected within 30 days in the same manner as the Board member who was removed was originally selected.

(d) Additional Responsibilities of the Standing Disputes Review Board

1. General. No later than 10 days after the Three-Party Agreement has been signed by the Chief Engineer, the DRB will coordinate with the parties on the date and location of the initial DRB meeting.

   (1) Obtain copies of the Contract documents and the Contractor's schedules for each of the Board members.

   (2) Agree on the location of future meetings, which shall be reasonably close to the project site.

   (3) Establish an address and telephone number for each Board member for the purposes of Board business.

2. Regular meetings. Regular meetings of the Board shall be held approximately every 120 to 180 days throughout the life of the Contract, except that this schedule may be modified to suit developments on the job as the work

progresses. Regular meetings shall be attended by representatives of the Contractor and the Department.

3. The Board shall establish an agenda for each meeting, which will cover all items that the Board considers necessary to keep it abreast of the project, such as construction status, schedule, potential problems and solutions, status of past Claims and Disputes, and potential Claims and Disputes. Copies of each agenda shall be submitted to the Contractor and the Department at least seven days before the meeting date. Oral or written presentations or both shall be made by the Contractor and the Department as necessary to give the Board all the data the Board requires to perform its functions. The Board will prepare minutes of each meeting, circulate them to all participants for comments and approval, and issue revised minutes before the next meeting. As a part of each regular meeting, a field inspection trip of all active segments of the work at the project site may be made by the Board, the Contractor, and the Department.

4. Advisory Opinions

   (1) Advisory opinions are typically used soon after the parties find they have a potential Dispute and have conducted preliminary negotiations, but before expenditure of additional resources and hardening their positions. Advisory opinions provide quick insight into the DRB's likely assessment of the Dispute. This process is quick and may be entirely oral, and does not prejudice the opportunity for a DRB hearing.

   (2) Both parties must agree to seek an advisory opinion and notify the chairperson. The procedure for requesting and issuing advisory opinions should be discussed with the DRB at the first meeting with the parties.

   (3) The DRB shall issue a one-page written opinion within 5 days of the hearing.

   (4) The opinion is only advisory and does not require acceptance or rejection by either party. If the Dispute is not resolved and a hearing is held, the oral presentations and advisory opinion are completely disregarded, and the DRB hearing procedure is followed.

   (5) Advisory opinions should be limited to Merit Issues only.

(e) Arranging a Dispute Review Board Hearing. When the Project Engineer initiates the DRB review process, the Project Engineer will:

1. Contact the Contractor and the DRB to coordinate an acceptable hearing date and time. The hearing shall be held at the Resident Engineer's office unless an alternative location is agreed to by both parties. Unless otherwise agreed to by both parties, an On Demand DRB hearing will be held within 30 days after the Three-Party Agreement is signed by the CDOT Chief Engineer. Unless

otherwise agreed to by both parties, a Standing DRB hearing will be held within 30 days after the DRB has been requested per subsection 105.23(a).

2. Ensure DRB members have copies of all documents previously prepared by the Contractor and CDOT pertaining to the Dispute, the DRB request, the Contract documents, and the special provisions at least two weeks before the hearing.

(f) Pre-Hearing Submittal. All Pre-hearing Submittals shall include only arguments, supporting documentation, Quantum, and other information as previously submitted in writing and as previously disputed in the formal Dispute process covered in subsections 105.22(b), (c), (d), and (e). All Pre-hearing Submittals planned to be used at the hearing shall be submitted to the other party 35 days before the hearing for review for compliance with this requirement. If either party contends there are new arguments, supporting documents, new Quantum, or any new information in a pre-hearing Submittal, and the other party objects to this information being presented to the DRB, the objecting party shall submit its objections in writing to the other party within 10 days. The parties shall meet within five days to reconcile the objection before the submittal is submitted to the DRB. If the parties cannot reconcile the objection, but the new argument, supporting documentation, new Quantum, or new information does not change either party's position on Merit or Quantum, the information shall be allowed in the Pre-hearing submittal and presented to the DRB. If the parties cannot reconcile the objections within the five days allowed, each party shall submit a one-page brief on their objections, but not the actual information objected to, to the DRB for a decision on the use of the documents. The DRB shall not approve any information simply because it is relevant to the Dispute or referenced during the Dispute. Neither party shall attempt to present anything to the DRB that they did not present to the other party during the Dispute process. The Dispute process shall be delayed while this determination is being made and a new hearing date set, if necessary. Pre-hearing Submittals to the DRB are as follows:

1. Joint Statement: At least 20 days before the hearing, the Joint Statement(s) shall be submitted to the DRB. The parties shall make every attempt to agree upon a Joint Statement of the Dispute. If the parties cannot agree on the Joint Statement, each party's independent statement shall be submitted to the DRB. The Joint Statement shall summarize, in a few sentences, the nature of the Dispute(s) and the scope of the desired decision.

2. Position Paper: At least 15 days before the hearing, CDOT and the Contractor shall submit by email to the DRB Chairperson their party's Position Paper. The DRB Chairperson shall simultaneously distribute by email the Position Papers to

all parties and other DRB members, if any. The Position Paper shall contain the following:

(1) The basis and justification for the party's position, with reference to specific contract language and the supporting documents of each element of the Disputes.

(2) A list of proposed attendees for the hearing. In the event of any objection by a party, the DRB shall make a final determination as to who attends the hearing.

(3) When the scope of the hearing includes Quantum, full cost details will be calculated per the methods set forth in subsection 105.24(b)12. The Scope of the hearing will not include Quantum if CDOT has requested an audit that has not been completed.

3. Supporting Documents: At least 15 days before the hearing, each party shall submit a copy of all its supporting documents to the DRB and the other party. Supporting documents include any presentations, visuals, or handouts planned to be used at the hearing. To minimize duplication and repetitiveness, the parties are encouraged to identify a common set of documents that will be referred to by both parties and submit them in a separate package to the DRB at least 20 days before the hearing. Common documents are communications between parties, speed memos, change orders, schedules, request for equitable adjustment, correspondence, and any document used in the subsection 105.22 process. CDOT shall submit the common set of documents to the Board and the Contractor.

4. If relevant to the Dispute and requested by the Board, the Engineer shall provide to the DRB either website links, electronic PDFs, or hard copies of pertinent contract documents such as plans, specifications, and M and S Standards.

(g) Pre-Hearing Phone Conference. A pre-hearing phone conference with all Board members and the parties shall be conducted as soon as a hearing date is established, but no later than 10 days before the hearing. The DRB Chairperson shall explain the specifics of how the hearing will be conducted, including how the two parties will present their information. (Ex. Each party makes a full presentation of their positions, or presentations will be made on a "point by point" basis, with each party making a presentation only on the individual dispute issue before moving onto the next Issue.)

If the pre-hearing position papers and documents have been received by the DRB before the conference call, the Chairperson shall discuss the estimated hours of review and activities for the Disputes (such as time spent evaluating and preparing

a recommendation on specific Issues presented to the DRB). If the pre-hearing position papers and documents have not been received by the Board before the conference call, another conference call will be scheduled during the initial conference call to discuss the estimated hours of review. The Engineer shall coordinate the conference call.

(h) *Dispute Review Board Hearing*. The DRB shall preside over a hearing. The chairperson shall control the hearing and conduct it as follows:

1. An employee of CDOT presents a brief description of the project and the status of construction on the project.
2. The party that requested the DRB presents the Dispute in detail as supported by previously submitted information and documentation in the pre-hearing position paper. No new information or Disputes will be heard or addressed by the DRB. Rebuttals of the other party's arguments shall not be presented at this time.
3. The other party presents its position in detail as supported by previously submitted information and documentation.
4. The party that requested the DRB presents their rebuttals, followed by the other party's rebuttals.
5. Upon completion of their presentations and rebuttals, both parties and the DRB will be provided the opportunity to exchange questions and answers. Questions from the parties shall be directed to the Chairperson. Attendees may respond only when board members request a response.
6. Employees of each party are responsible for leading presentations at the DRB hearing.
7. Attorneys shall not participate in the hearing unless the DRB specifically addresses an Issue to them or unless agreed to by both parties. Should the parties disagree on attorney participation, the DRB shall decide on what, if any, participation will be permitted. Attorneys representing the parties are permitted to attend the hearing, provided their presence has been noted in the pre-hearing submittal.
8. Either party may use experts only if the expert has previously presented to the other party before the DRB process. A party intending to offer an outside expert's analysis at the hearing shall disclose such intention in the pre-hearing position paper. The expert's name and a general statement of the area of the Dispute that will be covered by his presentation shall be included in the disclosure. The other party may present an outside expert to address or respond to those Issues that may be raised by the disclosing party's outside expert.

9. If both parties approve, the DRB may retain an outside expert. The DRB chairperson shall include the cost of the outside expert in the DRB's regular invoice. CDOT and the Contractor shall equally bear the cost of the services of the outside expert employed by the DRB.
10. If either party attempts to present an argument, documentation, Quantum, or new information that the other party feels was not in the Pre-hearing submittals, the chairperson shall require the party to demonstrate where in the Pre-hearing submittals the information in question resides.
11. If either party fails to timely deliver a position paper, the DRB may reschedule the hearing one time. On the final date and time established for the hearing, the DRB shall proceed with the hearing using the information that has been submitted.
12. If a party fails to appear at the hearing, the DRB shall proceed as if all parties were in attendance.

(i) Dispute Review Board Recommendation. The DRB shall issue a Recommendation per the following procedures:

1. The DRB shall not make a recommendation on the Dispute at the meeting. Before the closure of the hearing, the DRB members and the Contractor and CDOT together will discuss the time needed for analysis and review of the Dispute and the issuance of the DRB's recommendation. The maximum time shall be 30 days unless otherwise agreed to by both parties.
2. After the meeting has been closed, the DRB shall prepare a written Recommendation signed by each member of the DRB. In the case of a three-member DRB where one member dissents, that member shall prepare a written dissent and sign it. The DRB's recommendation shall include the following:
   A. A summary of the Issues and factual evidence presented by the Contractor and CDOT concerning the Dispute.
   B. Recommendations concerning the validity of the Dispute.
   C. Recommendations concerning the value of the Dispute as to cost impacts if the Dispute is determined to be valid.
   D. The contractual and factual bases supporting the recommendation(s) made, including an explanation as to why each and every position was accepted or rejected.
   E. Detailed and supportable calculations that support any recommendation(s).

3. The chairperson shall transmit the signed Recommendation and any supporting documents to both parties.

(j) *Clarification and Reconsideration of Recommendation*. Either party may request in writing clarification or reconsideration of a decision within 10 days following receipt of the Recommendation. Within 10 days after receiving the request, the DRB shall provide written clarification or reconsideration to both parties.

Requests for clarification or reconsideration shall be submitted in writing simultaneously to the DRB and the other party.

The Board shall not accept requests for reconsideration that amount to a renewal of a prior argument or additional argument based on facts available at the time of the hearing. The Board shall not consider any documents or arguments that have not been made a part of the pre-hearing submittal, other than clarification and data supporting previously submitted documentation.

Only one request for clarification or reconsideration per Dispute from each party will be allowed.

(k) *Acceptance or Rejection of Recommendation*. CDOT and the Contractor shall submit their written acceptance or rejection of the Recommendation, in whole or in part, concurrently to the other party and the DRB within 14 days after receipt of the Recommendation or following receipt of responses to requests for clarification or reconsideration.

If the parties accept the Recommendation or a discreet part thereof, it will be implemented per subsections 108.08, 109.04, 109.05, or 109.10 and the Dispute is resolved.

If either party rejects the Recommendation in whole or in part, it shall give a written explanation to the other party and the DRB within 14 days after receiving the Recommendation. When the Recommendation is rejected in whole or in part by either party, the other party may either abandon the Dispute or pursue a formal Claim per subsection 105.24.

If either party fails to submit its written acceptance or rejection of the Dispute Board's recommendation, according to these specifications, such failure shall constitute that party's acceptance of the Board's recommendation.

(l) *Admissibility of Recommendation*. Recommendations of a DRB issued per subsection 105.23 are admissible in subsequent proceedings but shall be prefaced with the following paragraph:

This Recommendation may be taken under consideration with the understanding that:

1. The DRB Recommendation was a proceeding based on presentations by the parties.
2. No fact or expert witnesses presented sworn testimony or were subject to cross-examination.
3. The parties to the DRB were not provided with the right to any discovery, such as the production of documents or depositions.
4. There is no record of the DRB hearing other than the Recommendation.

(m) *Cost and Payments*.

1. General Administrative Costs. The Contractor and the Department shall equally share the entire cost of the following to support the Board's operation:

   (1) Copies of the Contract and other relevant documentation
   (2) Meeting space and facilities
   (3) Secretarial services
   (4) Telephone
   (5) Mail
   (6) Reproduction
   (7) Filing

2. The Department and the Contractor shall bear the costs and expenses of the DRB equally. Each DRB board member shall be compensated at an agreed rate of $1,200 per day if time spent on-site per meeting is greater than four hours. Each DRB board member shall be compensated at an agreed rate of $800 per day if the time spent on-site per meeting is less than or equal to four hours. The time spent traveling to and from each meeting shall be reimbursed at $50 per hour if the travel distance is more than 50 miles. The agreed daily and travel time rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel of more than 50 miles, and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time (such as time spent evaluating and preparing recommendations on specific Issues presented to the DRB) has been specifically agreed to in advance by the Department and Contractor. Time away from the project that has been specifically agreed to in advance by the parties will be compensated at an agreed rate of $125 per hour. The agreed amount of $125 per hour shall include all incidentals. Members serving on more than one DRB, regardless of the number of meetings per day, shall not be paid more than the all-inclusive rate per day or rate per hour for an individual project.

Revision of Section 105
Dispute Resolution

3. Payments to Board Members and General Administrative Costs. Each Board member shall submit an invoice to the Contractor for fees and applicable expenses incurred each month following a month in which the Board members participated in Board functions. Such invoices shall be in the format established by the Contractor and the Department. The Contractor shall submit to the Department copies of all invoices. No markups by the Contractor will be allowed on any DRB costs. The Department will split the cost by authorizing a 50 percent payment on the next progress payment. The Contractor shall make all payments in full to Board members within seven calendar days after receiving payment from the Department for this work.

(m) Dispute Review Board Three Party Agreement.

DISPUTE REVIEW BOARD
THREE PARTY AGREEMENT
COLORADO PROJECT NUMBER

THIS THREE-PARTY AGREEMENT, made as of the date signed by the Chief Engineer below, by and between: the Colorado Department of Transportation, hereinafter called the "Department"; and

_____
_____,

hereinafter called the "Contractor"; and

_____
_____,

_____
_____,

_____
_____, and

_____
_____,

hereinafter called the "Dispute Review Board" or "Board".

WHEREAS, the Department is now engaged in the construction of the

_____[Project Name]_____
_____

and

WHEREAS, the Contract provides for the establishment of a Board in accordance with subsections 105.22 and 105.23 of the specifications.

NOW, THEREFORE, it is hereby agreed:

ARTICLE I

DESCRIPTION OF WORK AND SERVICES

The Department and the Contractor shall form a Board in accordance with this agreement and the provisions of subsection 105.23.

ARTICLE II

COMMITMENT ON THE PART OF THE PARTIES HERETO

The parties hereto shall faithfully fulfill the requirements of subsection 105.23 and the requirements of this agreement.

ARTICLE III

COMPENSATION

The parties shall share equally in the cost of the Board, including general administrative costs (meeting space and facilities, secretarial services, telephone, mail, reproduction, and filing) and the member's individual fees. Reimbursement of the Contractor's share of the Board expenses for any reason is prohibited.

The Contractor shall make all payments in full to the Board members. The Contractor shall submit to the Department an itemized statement for all such payments, and the Department will split the cost by including a 50 percent payment on the next progress payment. The Contractor and the Department will agree to accept invoiced costs prior to payment by the Contractor.

Board members shall keep all fee records pertaining to this agreement available for inspection by representatives of the Department and the Contractor for a period of three years after the termination of the Board members' services.

Payment to each Board member shall be at the fee rates established in subsection 105.23 and agreed to by each Board member, the Contractor, and the Department. In addition, reimbursement will be made for applicable expenses.

Each Board member shall submit an invoice to the Contractor for fees incurred each month following a month in which the member participated in Board functions. Such invoices shall be in the format established by the Contractor and the Department.

Payments shall be made to each Board member within 60 days after the Contractor and Department have received all the applicable billing data and verified the data submitted by that member. The Contractor shall make payment to the Board member within seven calendar days of receipt of payment from the Department.

DISPUTE REVIEW BOARD

THREE PARTY AGREEMENT PAGE 2

COLORADO PROJECT NUMBER

ARTICLE IV

ASSIGNMENT

Board members shall not assign any of the work to be performed by them under this agreement. Board members shall disclose any conflicts of interest, including but not limited to any dealings

with either party in the previous five years other than serving as a Board member under other contracts.

ARTICLE V

COMMENCEMENT AND TERMINATION OF SERVICES

The commencement of the services of the Board shall be in accordance with subsection 105.23 of the specifications and shall continue until all assigned Disputes under the Contract, which may require the Board's services, have been heard and a Recommendation has been issued by the Board as specified in subsection 105.23. If a Board member is unable to fulfill his responsibilities for reasons specified in subsection 105.23(b)7, he shall be replaced as provided therein, and the Board shall fulfill its responsibilities as though there had been no change.

ARTICLE VI

LEGAL RELATIONS

The parties hereto mutually agree that each Board member in performance of his duties on the Board is acting as an independent contractor and not as an employee of either the Department or the Contractor. Board members will guard their independence and avoid any communication about the substance of the Dispute without both parties being present.

The Board members are absolved of any personal liability arising from the Recommendations of the Board. The parties agree that members of the Dispute review board panel are acting as mediators for purposes of C.R.S. § 13-22-302(4) and, as such, the liability of any Dispute review board member shall be limited to willful and wanton misconduct as provided for in C.R.S. § 13-22-305(6).

Board members shall not be called as witnesses for future litigation.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed the day and year written below.

BOARD MEMBER:_____.

BY:_____.

BOARD MEMBER: _____.

BY: _____.

BOARD MEMBER:_____.

BY:_____.

CONTRACTOR:_____.

BY:_____

_____.

TITLE: _____

_____

COLORADO DEPARTMENT OF TRANSPORTATION

BY:_____

_____. DATE: _____,

TITLE: CHIEF ENGINEER

105.24 Claims for Unresolved Disputes. The Contractor may file a Claim only if the Disputes resolution process described in subsections 105.22 and 105.23 has been exhausted without resolution of the Dispute. Other methods of nonbinding Dispute resolution, exclusive of litigation, can be used if agreed to by both parties.

This subsection applies to any unresolved Dispute or set of Disputes between CDOT and the Contractor with an aggregate value of more than $15,000. Unresolved Disputes with an aggregate value of more than $15,000 from subcontractors, materials suppliers, or any other entity not a party to the Contract shall be submitted through the Contractor per this subsection as a pass-through Claim. Review of a pass-through Claim does not create privity of Contract between CDOT and any other entity.

Subsections 105.22, 105.23, and 105.24 provide both contractual alternative Dispute resolution processes and constitute remedy-granting provisions pursuant to Colorado Revised Statutes (CRS), which must be exhausted in their entirety.

Litigation proceedings must commence within 180 calendar days of the Chief Engineer's decision, absent a written agreement otherwise by both parties.

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

Non-binding Forms of alternative Dispute resolution, such as Mediation, are available upon mutual agreement of the parties for all Claims submitted per this subsection.

The cost of the non-binding ADR process shall be shared equally by both parties, with each party bearing its own preparation costs. The type of nonbinding ADR process shall be agreed upon by the parties and shall be conducted within the State of Colorado at a mutually acceptable location. Participation in a nonbinding ADR process does not in any way waive the requirement that litigation proceedings must commence within 180 calendar days of the Chief Engineer's decision, absent written agreement otherwise by both parties.

Revision of Section 105
Dispute Resolution

(a) *Notice of Intent to File a Claim*. Within 30 days after rejection of the Dispute Resolution Board's Recommendation issued per subsection 105.23, the Contractor shall provide the Region Transportation Director (RTD) with a written notice of intent to file a Claim. The Contractor shall also send a copy of this notice to the Resident Engineer. For the purpose of this subsection, Region Transportation Director shall mean the Region Transportation Director or the Region Transportation Director's designated representative. CDOT will acknowledge in writing receipt of the Notice of Intent within seven days.

(b) *Claim Package Submission*. Within 60 days after submitting the notice of intent to file a Claim, the Contractor shall submit, to the RTD, five copies of a complete Claim package representing the final position the Contractor wishes to have considered. All Claims shall be in writing and in sufficient detail to enable the RTD to ascertain the basis and amount of the Claim. The Claim package shall include all documents supporting the Claim, regardless of whether such documents were provided previously to CDOT.

If requested by the Contractor, the 60-day period may be extended by the RTD in writing before final acceptance. At a minimum, the following information shall accompany each Claim:

1. A claim certification containing the following language, as appropriate:

   A. For a direct Claim by the Contractor:

CONTRACTOR'S CLAIM CERTIFICATION

Under penalty of law for perjury or falsification, the undersigned,_____(name)
, (title)_____,_____of _____(company)_____,
hereby certifies that the Claim of $_____for extra compensation and ____Days additional time, made for work on this Contract is true to the best of my knowledge and belief and supported under the Contract between the parties.

This Claim package contains all available documents that support the Claims made, and I understand that no additional information, other than for clarification and data supporting previously submitted documentation, may be presented by me.

Dated _____/s/_____
_____

Subscribed and sworn before me this _____ day of_____
_____.

_____

NOTARY PUBLIC

My Commission Expires: _____

Revision of Section 105
Dispute Resolution

B. For a pass-through Claim:

PASS-THROUGH CLAIM CERTIFICATION

Under penalty of law for perjury or falsification, the undersigned,_____(name)
, (title)_____, _____, of _____(company)
, hereby certify that the Claim of $_____ for extra compensation and_____ Days additional time, made for work on this Project is true to the best of my knowledge and belief and supported under the Contract between the parties.

This Claim package contains all available documents that support the claims made and I understand that no additional information, other than for clarification and data supporting previously submitted documentation, may be presented by me.

Dated _____/s/_____

Subscribed and sworn before me this _____day of _____ .

NOTARY PUBLIC

My Commission Expires: _____

Dated _____/s

The Contractor certifies that this Claim, being passed through to CDOT is passed through in good faith and is accurate and complete to the best of my knowledge and belief.

Dated _____/s/_____

Subscribed and sworn before me this _____ day of _____.

NOTARY PUBLIC

My Commission Expires: _____

2. A detailed factual statement of the Claim for additional compensation, time, or both, providing all necessary dates, locations, and items of work affected by the Claim. The Contractor's detailed factual statement shall expressly describe the basis of the Claim and factual evidence supporting the Claim. This requirement is not satisfied by simply incorporating into the Claim package other documents that describe the basis of the Claim and supporting factual evidence.
3. The date on which facts were discovered that gave rise to the Claim.
4. The name, title, and activity of all known CDOT, Consultant, and other individuals who may be knowledgeable about facts giving rise to such Claim.
5. The name, title, and activity of all known contractors, subcontractors, suppliers, and other individuals who may be knowledgeable about facts giving rise to such Claim.

6. The specific provisions of the Contract, which support the Claim, and a statement of the reasons why such provisions support the Claim.
7. If the Claim relates to a decision of the Project Engineer, which the Contract leaves to the Project Engineer's discretion, the Contractor shall set out in detail all facts supporting its position relating to the decision of the Project Engineer.
8. The identification of any documents and the substance of all oral communications that support the Claim.
9. Copies of all known documents that support the Claim.
10. The Dispute Review Board Recommendation.
11. If an extension of contract time is sought, the documents required per subsection 108.08(d), along with a statement defining if any liquidated damages should be released, if applicable.
12. If additional compensation beyond the Contract Amount is sought, the exact amount sought and a breakdown of that amount into the following categories:
    A. These categories represent the only costs that, if applicable, are recoverable by the Contractor. All other costs or categories of costs are not recoverable:
        (1) Actual wages and benefits, including FICA, paid for additional labor.
        (2) Costs for additional bond, insurance, and tax.
        (3) Increased costs for materials.
        (4) Equipment costs calculated per subsection 109.04(c) for Contractor-owned equipment and based on certified invoice costs for rented equipment.
        (5) Costs of extended job site overhead (only applies if the Dispute also includes a time extension).
        (6) Salaried employees assigned to the project (only applies if the Dispute also includes a time extension or if the Dispute required salaried employee(s) to be added to the Project).
        (7) Claims from subcontractors and suppliers at any level (the same level of detail as specified is required for all such Claims).
        (8) An additional 16 percent will be added to the total of items (1) through (7) as compensation for items for which no specific allowance is provided, including profit and home office overhead.

(9) Interest shall be paid per CRS 5-12-102 beginning from the date of the Notice of Intent to File Claim.

B. In adjustment for the costs as allowed above, the Department will have no liability for the following items of damages or expense:

(1) Profit in excess of that provided in 12.A.(8) above.

(2) Loss of Profit.

(3) Additional cost of labor inefficiencies in excess of that provided in A. above.

(4) Home office overhead in excess of that provided in A. above.

(5) Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities, and insolvency.

(6) Indirect costs or expenses of any nature in excess of those provided in A. above.

(7) Attorney's fees, Claim preparation fees, and expert fees.

(c) Region Transportation Director Decision. When the Contractor properly files a Claim, the RTD will review the Claim and render a written decision to the Contractor to either affirm or deny the Claim, in whole or in part, per the following procedure.

The RTD may consolidate all related Claims on a project and issue one decision, provided that consolidation does not extend the time period within which the RTD is to render a decision. Consolidation of unrelated Claims will not be made. Within 15 days of the appeal, either party may submit a written request for a hearing with the RTD or duly authorized Region delegates.

The RTD will render a written decision to the Contractor within 45 days after the receipt of the Claim package or receipt of the audit, or after the hearing, whichever is later. In rendering the decision, the RTD: (1) will review the information in the Contractor's Claim; (2) will conduct a hearing if requested by either party; and (3) may consider any other information available in rendering a decision.

The RTD will assemble and maintain a Claim record comprised of all information physically submitted by the Contractor in support of the Claim and all other discoverable information considered by the RTD in reaching a decision. Once the RTD assembles the Claim record, the submission and consideration of additional information, other than for clarification and data supporting previously submitted documentation, at any subsequent level of review by anyone, will not be

permitted.

The RTD will provide a copy of the Claim record and the written decision to the Contractor, describing the information considered by the RTD in reaching a decision and the basis for that decision. If the RTD fails to render a written decision within the 45-day period, or within any extended time period as agreed to by both parties, the Contractor shall either: (1) accept this as a denial of the Claim, or (2) appeal the Claim to the Chief Engineer, as described in this subsection.

If the Contractor accepts the RTD decision, the provisions of the decision shall be implemented per subsections 108.08, 109.04, 109.05, or 109.10, and the Claim is resolved.

If the Contractor disagrees with the RTD decision, the Contractor shall either: (1) accept the RTD decision as final, or (2) file a written appeal to the Chief Engineer within 30 days from the receipt of the RTD decision. The Contractor hereby agrees that if a written appeal is not properly filed, the RTD decision is final.

(d) *Chief Engineer Decision*. When a Claim is appealed, the RTD will provide the Claim record to the Chief Engineer. Within 15 days of the appeal, either party may submit a written request for a hearing with the Chief Engineer or duly authorized Headquarters delegates. The Chief Engineer or a duly authorized Headquarters delegate will review the Claim and render a decision to affirm, overrule, or modify the RTD decision per the following.

The Chief Engineer will render a written decision within 45 days after receiving the written appeal. The Chief Engineer will not consider any information that was not previously made a part of the Claim record, other than clarification and data supporting previously submitted documentation.

The Contractor shall have 30 days to accept or reject the Chief Engineer's decision. The Contractor shall notify the Chief Engineer of its acceptance or rejection in writing.

If the Contractor accepts the Chief Engineer's decision, the provisions of the decision will be implemented per subsections 108.08, 109.04, 109.05, or 109.10 and the Claim is resolved.

If the Contractor disagrees with the Chief Engineer's decision, the Contractor shall either (1) pursue an alternative Dispute resolution process per this specification or (2) initiate litigation per subsection 105.24(e).

If the Chief Engineer does not issue a decision as required, the Contractor may immediately initiate litigation per subsection 105.24(e).

Revision of Section 105
Dispute Resolution

For the convenience of the parties to the Contract, it is mutually agreed by the parties that any Merit binding or De Novo litigation shall be brought within 180 calendar days from the date of the Chief Engineer's decision. The parties understand and agree that the Contractor's failure to bring suit within the time period provided shall be a complete bar to any such Claims or causes of action.

(e) De Novo Litigation. If the Contractor disagrees with the Chief Engineer's decision, the Contractor may initiate de novo litigation to finally resolve the Claim that the Contractor submitted to CDOT. Such litigation shall be strictly limited to those Claims that were previously submitted and decided in the contractual Dispute and Claims processes outlined. This does not preclude the joining in one litigation of multiple Claims from the same project, provided that each claim has gone through the Dispute and Claim process specified in subsections 105.22 through 105.24. The parties may agree, in writing, at any time, to pursue some other form of alternative dispute resolution.

Any offer made by the Contractor or the Department at any stage of the Claims process, as set forth in this subsection, shall be deemed an offer of settlement pursuant to Colorado Rule of Evidence 408 and therefore inadmissible in any litigation.

De novo litigation shall proceed per the Colorado Rules of Civil Procedure, and the proper venue is the Colorado State District Court in and for the City and County of Denver.

Figure 105-1 summarizes the disputes and claims process described in subsections 105.22, 105.23, and 105.24.

Note: If an audit is to be performed, durations in this flowchart are extended accordingly.

Revision of Section 105
Dispute Resolution

Figure 105-1 Disputes and Claims Flowchart

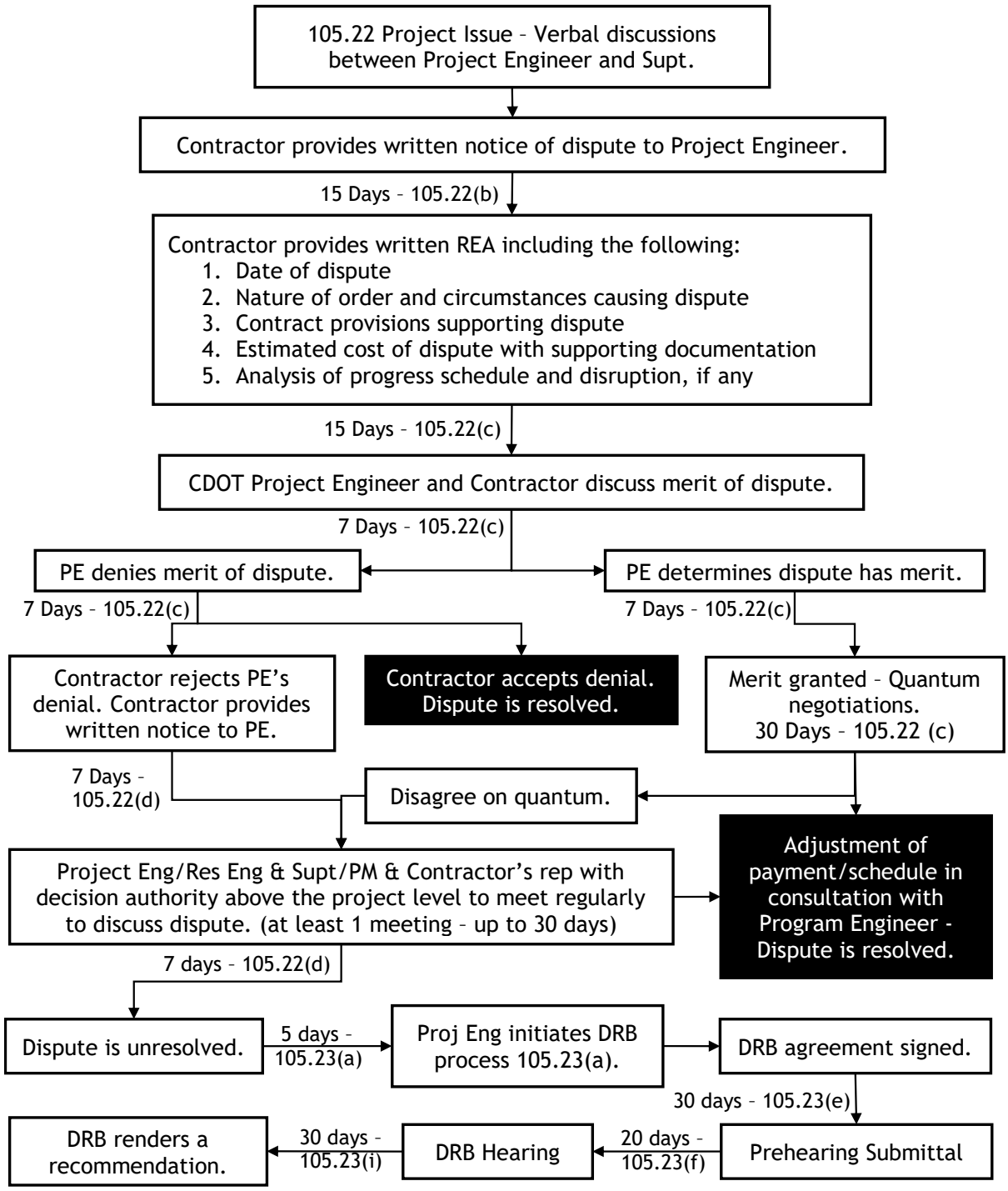
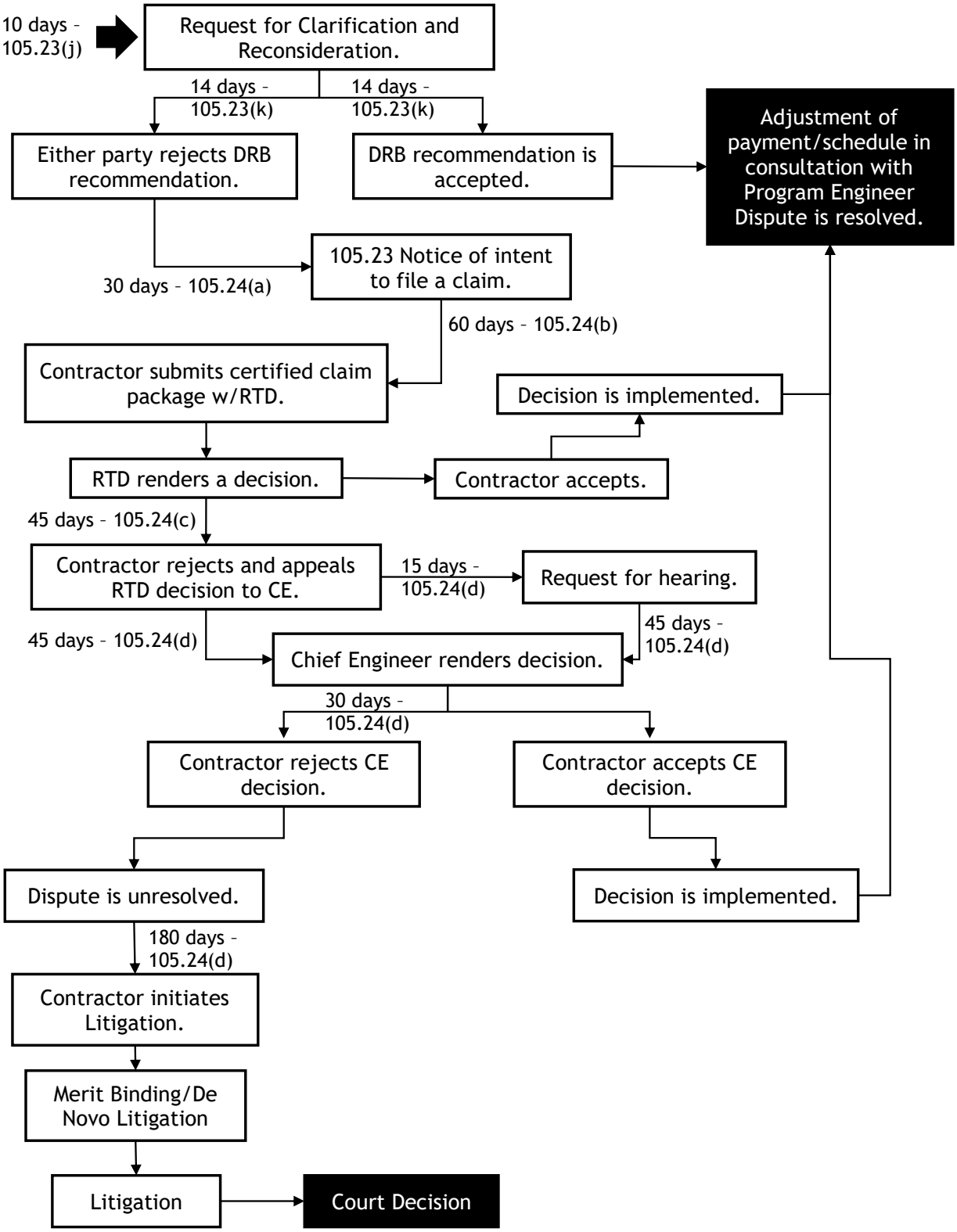


Figure 105-1 continued on next page

Revision of Section 105
Dispute Resolution



Revision of Sections 106
Buy America (BA) and Build America Buy America (BABA)
- No Federal-Aid or Projects with Less than $500,000 in Federal-Aid Highway Funding

Revise Section 106 of the Standard Specifications as follows:

Delete Section 106.11 of the Standard Specifications and replace with the following:

106.11 Buy America (BA) and Build America Buy America (BABA) Requirements

(a) *Contractual Documents*. This specification shall be used in conjunction with the applicable version of the Special Notice to Contractors Section of the CDOT Field Materials Manual (FMM), and the requirements therein, in effect at the time of bidding.

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

(c) *Buy America and Build America Buy America, Requirements*. Buy America and Build America Buy America documentation for iron and steel, construction materials, and manufactured products are not required for this project.

Revision of Section 106
Environmental Product Declarations

Section 106 of the Standard Specifications shall include the following:

106.14 Environmental Product Declarations (EPDs). The Buy Clean Colorado (BCCO) Act (C.R.S. 24-92-118) requires the Colorado Department of Transportation (CDOT) to establish the maximum acceptable Global Warming Potential (GWP) limit for each category of eligible materials that are used in the project. The Contractor shall comply with the following requirements and shall meet the established GWP limits.

(a) Definitions.

1. Environmental Product Declaration (EPD**).** A third-party verified document that summarizes the life cycle assessment (LCA) of a single material and publicly discloses its environmental impacts. EPDs enable comparisons between materials serving the same function but should not be used to compare dissimilar materials (for example, concrete and asphalt). An EPD shall consist of quantified environmental data using predetermined parameters and, where relevant, additional environmental information as defined by the International Organization for Standardization (ISO) (ISO, 2010). The environmental information of an EPD is subdivided into four life cycle stages being the production, construction, use and end-of-life stages. The life cycle stages are divided into modules. An EPD may cover different combinations of modules, in other words, cover different life cycle stages or parts thereof. EPDs covering modules (A1-A3) are referred to as cradle-to-gate EPDs and the associated emissions are often referred to as embodied carbon. Cradle-to-gate EPDs cover the mandatory production stage that includes the following information modules: extraction and upstream production (raw material supply) [A1], transport to factory [A2], and manufacturing [A3] (ISO, 2017). This specification refers to cradle-to-gate EPDs when EPDs are mentioned.

   Types of EPDs (Carbon Leadership Forum, 2021)
   (1) Facility-specific. An EPD in which the environmental impacts can be attributed to a single manufacturer and manufacturing facility.
   (2) Product-specific. An EPD that represents the impacts for a specific product and manufacturer, potentially across multiple facilities.
   (3) Supply-chain-specific. An EPD that is product-specific and that uses supply chain–specific data in the LCA to model the impacts of key processes upstream in a product's supply chain. For example, cement in concrete or mill-specific production data for steel.

2. Global Warming Potential (GWP**).** A measure of how much energy the emission of 1 ton of a gas will absorb over a given period of time, relative to the emission of 1 ton of carbon dioxide (CO_2) (EPA).

Revision of Section 106
Environmental Product Declarations

3. Greenhouse Gas (GHG). Includes carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_2O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), sulfur hexafluoride (SF_6), and nitrogen trifluoride (NF_3) (C.R.S. 25-7-140).

4. International Organization for Standardization (ISO). An independent, non-governmental, international standard development organization composed of representatives from the national standards organizations of member countries (ISO Membership Manual).

5. Product Category Rule (PCR). A set of specific rules, requirements and guidelines for developing Type III environmental declarations for one or more product categories (ISO 14025).

6. Product Category. A group of products that can fulfill equivalent functions (ISO 14025).

7. Program Operator (PO). A body or bodies that conduct an EPD program. A program operator can be a company or a group of companies, an industrial sector or trade association, public authorities or agencies, or an independent scientific body or other organization (ISO 14025).

(b) Eligible Material Categories. Individual bid items requiring EPDs are detailed in Table 106-4. Eligible material categories include the following:
1. Asphalt and Asphalt Mixtures;
2. Cement and Concrete Mixtures;
3. Steel; and
4. Precast Concrete.

(c) EPD Development Requirements. The Contractor shall provide Environmental Product Declarations (EPDs) for eligible materials per Table 106-4 to be utilized on the project. EPDs shall meet the requirements listed below and as defined by the relevant ISO standards and material-specific Product Category Rules (PCRs) published by the Program Operators (POs) linked below.

1. Asphalt Mixtures:
   (1) National Asphalt Pavement Association (NAPA) - PO & PCR Owner
   www.asphaltpavement.org/programs/napa-programs/emerald-eco-label

   Additional CDOT-specific requirements for developing an asphalt mixture EPD:
   (2) For the "Mix Name" field, use the same "Supplier Mix ID" that corresponds to the submittal of the mix design for CDOT approval.
   (3) For the "Specification Entity" field, enter "CDOT".

Revision of Section 106
Environmental Product Declarations

(4) For the "Specification" field, enter mix grading/and or type of asphalt mixture (for example, S, SX, ST, SMA, WMA), followed by the number of gyrations (for example, 75, 100), followed by the binder type of the asphalt mixture (for example, 58-28, 64-22, 76-28). The field should include the following, as an example: SX(100) PG 64-22.
(5) If known, for the "Customer Number [project/contract]" field, enter the project's contract ID.
(6) Indicate if the plant is stationary or portable.
(7) Asphalt EPDs shall be product- and facility-specific.

2. Cement:
   (1) NSF - PO & PCR Owner
   https://www.nsf.org/nsf-standards/product-category-rules

   Additional CDOT-specific requirements for developing a cement EPD:
   (2) Cement EPDs shall be product- and facility-specific.

3. Concrete Mixtures:
   (1) National Ready Mixed Concrete Association (NRMCA) - PO
   https://www.nrmca.org/association-resources/sustainability/environmental-product-declarations/
   (2) NSF International - PCR Owner
   https://www.nsf.org/nsf-standards/product-category-rules.

   Additional CDOT-specific Requirements for developing a concrete mixture EPD:
   (3) EPDs shall explicitly list disaggregated results for the A1, A2, and A3 modules.
   (4) For the "Product" field, use the same "Supplier Mix ID" that corresponds to the submittal of the mix design for CDOT approval.
   (5) For the "Description" field, enter "CDOT" followed by the concrete class (for example, Class P, B, D, BZ, etc.). Any additional product details, such as compressive strength (PSI), air entrainment (A/E), or the inclusion of fly ash, etc., can be included if applicable. If applicable to the mix design, include "high early" or "optimized" in the description.
   (6) Include the address of the plant if not listed elsewhere in the EPD.
   (7) Indicate if the plant is stationary or portable.
   (8) Supply-chain specific EPDs including cement manufacturer-specific data shall be utilized in the concrete mixture EPD.
   (9) Concrete EPDs shall be product- and facility-specific.

   Additional CDOT-specific requirements for concrete mixture EPD submission to CDOT for Approved Products List (APL) mix design approval:
   (10) Provide the specific plant name and location for the concrete supplier. If

this information is not available at the time of submission, report the plant that is most likely to be used.

(11) Indicate the type of plant (stationary or portable) that will be used to manufacture the submitted mix design.

4. Steel:
   (1) UL Resources - PO & PCR Owner https://www.ul.com/resources/product-category-rules-pcrs
   (2) Steel EPDs shall be product- and facility-specific.

5. Precast Concrete:
   (1) NSF / ASTM - PO and PCR Owner
   www.nsf.org/nsf-standards/product-category-rules
   https://www.astm.org/standards-and-solutions/certification/environmental-product-declarations/epd-pcr
   (2) Precast EPDs shall be facility-specific.

(d) EPD Submittal Requirements. The Contractor is responsible for verifying that all required EPDs for eligible materials used on the project have been submitted in accordance with this subsection and 106.14(f) of this specification.

All EPDs submitted shall be published and unredacted. EPD submittal requirements are outlined for each of the eligible material categories below.

1. Asphalt Mixtures:
   (1) EPDs shall be submitted via the EPD Submission Form at least 14 calendar days weeks prior to material placement.

2. Cement:
   (1) EPDs shall be submitted via the EPD Submission Form at least 14 calendar days prior to material placement.

3. Concrete Mixtures:
   (1) For project mix design submission, EPDs shall be submitted via the EPD Submission Form at least 14 calendar days prior to material placement.
   (2) For pre-approval, mix design submission shall be accompanied by an EPD per CP 62 of the Field Materials Manual (FMM).

4. Steel:
   (1) EPDs shall be submitted via the EPD Submission Form at least 14 calendar days prior to material placement.

Revision of Section 106
Environmental Product Declarations

5. Precast Concrete:
   (1) EPDs shall be submitted via the EPD Submission Form at least 14 calendar days prior to material placement.

6. The EPD Submission Form is located at the following links or on the CDOT EPD webpage at www.codot.gov/business/designsupport/materials-and-geotechnical/epd
   (1) Jotform EPD Submission Form:
   https://form.jotform.com/251424918039055

Table 106-4. Eligible Materials / Bid Items Requiring EPD Submittal

Item Number Category	Item Description	Included Item Number/Range #	Interpretation
206	Structure Backfill (Flow-Fill)	206-00065	EPDs for the flow-fill (concrete) design are required.
310	Hydraulic Cement	310-00900	EPDs for cement are required.
403*	Asphalt Mixtures (HMA/SMA/WMA)	403-09210 through 403-37751	If 411 - Asphalt Cement is paid separately, it shall be included in the 403 EPD submittal item.
412*	Portland Cement Concrete Pavement (PCCP)	412-00200 through 412-01500; 412-06060	Separate EPD submittals for concrete, dowel bar, and reinforcing steel items are required. If a prepackaged product is utilized an EPD is not required.
502	Piling	502-08250 through 502-14117	EPDs for steel piles are required.

Revision of Section 106
Environmental Product Declarations

Table 106-4 (Continued). Eligible Materials / Bid Items Requiring EPD Submittal

Item Number Category	Item Description	Included Item Number/Range #	Interpretation
503	Drilled Shafts	503-00012 through 503-00200	Separate EPD submittals for concrete and reinforcing steel items are required.
504	Walls	504-04420 through 504-04430	Separate EPD submittals for concrete and reinforcing steel items are required.
507	Slope & Ditch Paving	507-00000 through 507-00105	Separate EPD submittals for concrete and reinforcing steel items are required.
509	Structural Steel	509-00000 through 509-00010	EPDs for structural carbon steel, high-strength low-alloy structural steel, self-weathering tubing, and structural tubing are required.
601*	Concrete (All Classes)	601-01000 through 601-05900	If a prepackaged product is utilized an EPD is not required.
602	Reinforcing Steel	602-00000 through 602-00025	Separate EPD submittals for each mill supplying steel are required.
603	Reinforced Concrete Pipe/End Sections/Culverts	603-01120 through 603-01980; 603-02155 through 603-05172; 603-07150 through 603-07980; 603-70303 through 603-80800	EPDs for Precast Elements (both dry and wet-cast products) are required.

Revision of Section 106
Environmental Product Declarations

Table 106-4 (Continued). Eligible Materials / Bid Items Requiring EPD Submittal

Item Number Category	Item Description	Included Item Number/Range #	Interpretation
604	Inlets/Drainage Structures	604-00305 through 604-19515; 604-20000 through 604-39050; 604-50700 through 604-56000	Separate EPD submittals for concrete and reinforcing steel items for cast-in-place elements are required. EPDs for precast elements (finished products) are required.
606	Guardrail & Bridge Rail	606-00910 through 606-00944; 606-10900 through 606-10905	Separate EPD submittals for concrete and reinforcing steel items for cast-in-place elements are required. EPDs for precast elements (finished products) are required.
608	Concrete Sidewalk & Bikeway	608-00000 through 608-00012; 608-00020 through 608-00040; 608-00350 through 608-00500	EPDs for concrete mixtures are required.
608	Bituminous Sidewalk & Bikeway	608-01000 through 608-01500	EPDs for asphalt mixtures are required.
609	Curb & Gutter	609-20000 through 609-71000	EPDs for concrete mixtures are required.

Revision of Section 106
Environmental Product Declarations

Item Number Category	Item Description	Included Item Number/Range #	Interpretation
610	Median Cover Material	610-00010 through 610-00040	EPDs for concrete or asphalt mixtures are required.
618	Prestressed Concrete Structures	618-00142 through 618-06036; 618-10000 through 618-11000	EPDs for finished products are required.
624	Drainage Pipe	624-20006 through 624-62042	EPDs for Precast Elements (both dry and wet-cast) are required.

Install-only items within the listed bid item ranges do not require EPDs.
***** Separate EPD required for each mix design, supplier, and plant location.

The EPD Lookup Tool is available on the CDOT EPD webpage should the Contractor elect to use it. This tool may be used to determine the bid items requiring EPDs. The results of this tool do not nullify, void, or alter the EPD requirements per this specification.

(e) Bid Item Minimum Quantity Limits. EPD Submittals are required for bid items meeting or exceeding the limits established in Table 106-5. Quantities shall only be those listed in the bid tabs at the time of project award. A white paper detailing the analyses used to develop these limits is published on the CDOT EPD webpage.

The Project Engineer or their designee should calculate the estimated quantity of eligible material in each bid item to determine if minimum quantity limits are exceeded.

For bid items not listed in Table 106-5, but that encompass eligible materials in their construction, the quantity of eligible materials (in other words concrete, steel, HMA, etc.) is to be used when determining if an EPD is required. For example, when constructing a drilled caisson, the quantity of structural concrete and reinforcing steel used in the caisson will need to be determined to see if the 601 (structural concrete) or 602 (reinforcing steel) quantity limits are exceeded. If

the total eligible material quantity exceeds the quantity shown below, EPDs are required for each material. Bid item quantities shall be aggregated by Item Number Category per project when evaluating quantity limit requirements.

Table 106-5. Bid Item Minimum Quantity Limits

Item Number Category	Item Description	Minimum Quantity	Unit
206	Structure Backfill (Flow-fill)	50	CY
403	Asphalt Mixtures (HMA/SMA/WMA)	500	Ton
412	Portland Cement Concrete Pavement (PCCP)	1,000	SY
601	Structural Concrete (Each Class)	50	CY
602	Reinforcing Steel	15,000	LB
608	Concrete Sidewalk & Bikeway	250	SY
608	Bituminous Sidewalk & Bikeway	500	Ton
609	Curb & Gutter	1,000	LF
610	Median Cover Material	4,000	SF

(f) Global Warming Potential (GWP) Limits. CDOT's benchmarking analysis utilized the current available EPD information to determine its GWP limits as listed in Table 106-6 GWP Limit Values. While the BCCO Act requires that CDOT shall not adjust policy for any eligible material to be less stringent, CDOT may establish subcategories with distinct GWP limits as warranted by technological advancements or changes to background data that leads to statistically significant differences.

If a GWP limit has not been established for a specific eligible material (class, gradation, etc.) used on the project, EPDs are still required to be submitted for all eligible materials as outlined in Table 106-4 Eligible Materials / Bid Items Requiring EPD Submittal. GWP limits for additional classes and materials will be determined as more data is available.

Revision of Section 106
Environmental Product Declarations

Table 106-6. GWP Limit Values

Material	Category	GWP Limit
Concrete Mixtures (kg CO_2-eq/m^3) $, %	Class P	346.2
Concrete Mixtures (kg CO_2-eq/m^3) $, %	Class D	365.1
Concrete Mixtures (kg CO_2-eq/m^3) $, %	Class B	360
Asphalt Mixtures (kg CO_2-eq/metric ton) $, +	S (neat binder)	77
Asphalt Mixtures (kg CO_2-eq/metric ton) $, +	SX (neat binder)	83.4
Asphalt Mixtures (kg CO_2-eq/metric ton) $, +	SX (modified binder)	89
Asphalt Mixtures (kg CO_2-eq/metric ton) $, +	ST (neat binder)	90.4
Steel (kg CO_2-eq/metric ton) ^	Reinforcing steel or rebar	915.9

$ Portable plants are currently exempt from GWP requirements until more data and data consistency is obtained. EPDs are still required as applicable per the project specifications.

% Limits shall apply to all listed concrete classes incorporated into the bid items in Table 106-4.

+ Neat binder includes the following PG grades: PG 58-28 and PG 64-22. Modified binder includes the following PG grades: PG 58-34, PG 64-28, PG 70-28, and PG 76-28.

^Limits shall apply to all reinforcing steel or rebar incorporated into the bid items in Table 106-4. This is inclusive of coated and non-coated bar.

(g) Exceptions.

If the Contractor cannot provide an eligible material with an EPD meeting the requirements of this specification, an alternate material meeting the requirements shall be proposed. If an alternate material meeting the requirements of this specification is not available, the Contractor shall notify the Project Engineer and provide a written explanation for the project files prior to material placement. The Contractor shall also send this explanation to CDOT_EPD@state.co.us.

This explanation shall include material suppliers and associated plant locations contacted for an alternate material, the material category/categories and associated bid item(s), and the response(s) from the materials supplier(s) contacted describing why an EPD is not available for an eligible material, or why an alternate material meeting the GWP limits on the EPD is not available on a reasonable basis or for a reasonable cost.

Revision of Section 106
Environmental Product Declarations

(h) Project Schedule.

The EPD schedule activities below shall be included as a salient feature in the submitted baseline project schedule and in the weekly meeting updates in accordance with CDOT Specification 108.03. The project schedule update shall specifically detail the following activities:
(1) Developing EPDs, as applicable;
(2) Obtaining EPDs, as applicable; and
(3) Submitting EPDs prior to material placement.

(i) Cost. All costs associated with the development of and submittal of an EPD and any other work associated will not be paid for separately but shall be included in the work.

Revision of Section 106
Country of Origin

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

Subsection 106.11 shall include the following:

(c) United States of America and Foreign Item Reporting. The Contractor shall make a good faith effort to provide a list of the five costliest items incorporated into the project that consist of 50 percent or more steel or iron when delivered to the construction site. This list shall include the item name, the cost, and the country of origin of the item. The following shall be used to establish the country of origin of the item:

(1) If the item is completely iron or steel, it will be considered to have been manufactured in the United States if all of the manufacturing processes for the final product took place in the United States.

(2) If the product is only partially made of steel or iron, it shall be considered to have been manufactured in the United States if all of the manufacturing processes for the final product took place in the United States, irrespective of the country of origin of the item's subcomponents.

The list of items shall be submitted within 15 days of the final acceptance date.

Revision of Section 107
Water Quality Control
(Under One Acre of Disturbance)

Section 107.25 of the Standard Specifications is hereby deleted and replaced as follows:

107.25 Water Quality Control. The project work shall be performed using practices (including but not limited to those listed below) that minimize the pollution of any State waters, including wetlands.

(a) Definitions.

(1) Areas of Disturbance (AD). Locations where any activity has altered the existing soil cover or topography, including vegetative and non-vegetative activities during construction.

(2) Construction Site Boundary/Limits of Construction (LOC). The project area defined by the Environmental Clearance document.

(3) Discharge of Pollutants. One or more pollutants leaving the Limits of Construction (LOC) or entering State waters or other conveyances.

(4) Limits of Disturbed Area (LDA). Proposed limits of ground disturbance as shown on the Plans.

(5) Pollutant. Dredged spoil, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, garbage, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, wrecked or discarded equipment, rock, sand, or any industrial, municipal, or agricultural waste, as defined in the Colorado Code of Regulations (CCR) [5 CCR 1002-61, 2(76)]

(6) Pollution. Man-made, man-induced, or natural alteration of the physical, chemical, biological, and radiological integrity of water. [25-8-103 (16), CRS]

(7) State waters. Defined in Section 101.

(b) Construction Requirements

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.

If the Contractor determines construction of the project will result in a change to

the activities or LDA, the Contractor shall detail the changes in a written report to the Engineer. Upon receipt of the report, the Engineer will coordinate with the Region Planning and Environmental Manager (RPEM) regarding the change. The Engineer, within five days after receipt of the report, will approve or reject in writing the request for change. If approved, the Engineer will detail a course of action including revision of existing permits or obtaining new permits.

If construction activities result in noncompliance of any permit requirement, the project will be suspended and the permitting agency notified, if required. The project will remain suspended until the Engineer receives written approval by the permitting agency.

The Contractor is legally required to obtain all permits associated with project specific water quality 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.

The Contractor shall conduct the work in a manner that prevents pollution of any adjacent State waters, as defined in section 101. Erosion control work shall be performed in accordance with Section 208, this subsection, and all other applicable parts of the Contract.

Prior to construction, the Stormwater Management Plan (SWMP) Administrator, identified in Section 208, 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. At a minimum, each of the following shall be evaluated for the potential for contributing pollutants to stormwater discharges and identified in the SWMP, as described in Section 208:

(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 SWMP Administrator shall record the location of potential pollutants on the site map, if applicable. Descriptions of the potential pollutants shall be added to the SWMP.

Prior to construction the Contractor shall submit a Spill Response Plan for any petroleum products, chemicals, solvents, or other hazardous materials in use, or in storage, at the work site. See Section 208 for Spill Response Plan requirements. Work shall not be started until the plan has been submitted to and approved by the Engineer.

On site above ground bulk storage containers with a cumulative storage shell capacity greater than 1,320 U.S. gallons, or storage containers having a “reasonable expectation of an oil discharge” to State waters, are subject to the Spill Prevention, Control and Countermeasure Plan (SPCC) Rule. Oil of any type and in any form is covered, including, but not limited to petroleum; fuel oil; sludge; oil refuse; oil mixed with wastes other than dredged spoil. EPA Region 8 is responsible for administering and enforcing the SPCC plan requirements in Colorado. Prior to start of work, the Contractor shall submit a SPCC Form, if applicable, which has been approved by the EPA for the project.

The Contractor shall obtain a Construction Dewatering (CDW) permit from CDPHE anytime uncontaminated 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 State waters. If contaminated groundwater is encountered, a Remediation permit may be needed from CDPHE in accordance with Section 250.

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 or Remediation Permit that allows the discharge.

3. A copy of this approval is submitted to the Engineer. A copy of the Permit shall be submitted to the Engineer prior to dewatering operations commencing.

Construction Dewatering may be discharged to the ground on projects where 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 control measures that are designed to reduce velocity flow. If the control measures 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. Control measures are implemented to prevent any sediment deposited during land application from being transported by stormwater runoff to surface waters or other conveyances.

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

All dewatering operations shall be recorded in the SWMP as follows:

1. The source is identified in the SWMP and updated by the Contractor.

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 LOC as surface runoff or to surface waters or storm sewers.

4. Groundwater and groundwater combined with stormwater do not contain pollutants in concentrations exceeding the State groundwater standards in Regulations 5 CCR 1002-41 and 42.

If surface waters 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 State waters or to the ground.

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.

Temporary fill into wetlands or streams shall 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.

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. Fording waters shall be allowed only as authorized by the U.S. Army Corps of Engineers 404 Permit. 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.

Pollutant byproducts 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 and shall not leave the site as surface runoff. A minimum of ten days prior to the start of the construction activity, the Contractor shall submit in writing a Method Statement for Containing Pollutant Byproducts to the Engineer for approval.

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.

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 State waters at any time.

Spill prevention and containment measures conforming to Section 208 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. When required by the Colorado Water Quality Control Act, Regulation 5 CCR 1002-61, spills shall be reported to the Engineer and CDPHE in writing.

The Contractor shall prevent construction activities from causing grass or brush fires.

The construction activities shall not impair Indian tribal rights, including, but not limited to, water rights, and treaty fishing and hunting rights.

Prior to start of work, the Contractor shall certify in writing to the Engineer that construction equipment has been cleaned prior to initial site arrival. Vehicles and equipment shall be free of soil and debris capable of transporting noxious weed seeds or invasive species onto the site. Additional equipment required for construction shall also be certified prior to being brought onto the project site.

Vehicles which have been certified by the Contractor as having been cleaned prior to arrival on site may be cleaned on site at an approved area where wash water can be properly contained. Vehicles leaving and reentering the project site shall be recertified.

At the end of each day the Contractor shall collect all trash and dispose of it in appropriate containers.

All construction site wastes shall be properly managed to prevent potential pollution of State waters. 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 control measure.

Discharges from the project area shall not cause, have the reasonable potential to cause, or measurably contribute to an exceedance of any applicable water quality standard, including narrative standards for water quality.

Stormwater Construction Permit. A Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP) is not required for this project. A CDPS-SCP will be obtained from CDPHE, if any of the following activities apply:

(1) Construction sites that will disturb one acre or more; or

(2) Construction sites that are part of a common plan of development or sale; or

(3) It is specified in the contract; or

Stormwater discharges that are designated by the division as needing a stormwater permit because the discharge:

1. Contributes to a violation of a water quality standard; or

2. is a significant contributor of pollutants to State waters.

Dewatering, erosion control for dewatering, and disposal of water resulting from dewatering operations, including all costs for permits, will not be measured and paid for separately, but shall be included in the work.

The Contractor shall be liable for any penalty (including monetary fines) applied to the Department caused by the Contractor's noncompliance with any water quality permit or certification. Monetary fines shall be deducted from any money due to the Contractor. If the monetary fine is in excess of all the money due to the Contractor, then the Contractor shall pay to the Department the amount of such excess.

The Contractor shall not receive additional compensation, or time extensions, for any disruption of work or loss of time caused by any actions brought against the Contractor for failure to comply with good Engineering, hydrologic and pollution control practices.

If a spill occurs as a direct result of the Contractor's actions or negligence, the cleanup of such spill shall be performed by the Contractor at the Contractor's expense.

Areas exposed to erosion by fire resulting from the Contractor's operations shall be stabilized in accordance with Section 208 by the Contractor, at the Contractor's expense.

Revision of Section 108
Liquidated Damages

Revise Section 108.09 of the Standard Specifications as follows:

In subsection 108.09 delete the schedule of Liquidated Damages and replace it with the following:

Original Contract Amount ($)		Liquidated Damages per Calendar Day ($)
From More Than	To And Including	
0	1,000,000	1,300
1,000,000	2,000,000	2,300
2,000,000	5,000,000	3,100
5,000,000	10,000,000	6,800
10,000,000	25,000,000	8,800
25,000,000	-----	9,700

Revision of Section 208
Erosion Control
(Under One Acre of Disturbance)

Delete Section 208 of the Standard Specifications and replace it with the following:

Description

208.01 This work consists of constructing, installing, maintaining, and removing when required, control measures during the life of the Contract to prevent or minimize erosion, sedimentation, and pollution of any State waters as defined Section 101.

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

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

When a provision of Section 208 or an order by the Engineer requires that an action be immediate or taken immediately, it shall be understood that the Contractor shall at once begin affecting completion of the action and pursue it to completion in a manner acceptable to the Engineer.

Materials

208.02 Erosion control materials are subject to acceptance in accordance with Section 106. Erosion control materials shall be subject to the following approval process:

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

COC = Certificate of Compliance; APL= Approved Product List

The material for control measures shall conform to the following:

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

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

The Contractor may obtain a current list of Colorado Weed Free Forage Crop Producers who have completed certification by contacting the:

Colorado Department of Agriculture, Weed Free Forage Program,
305 Interlocken Pkwy, Broomfield, CO 80021

Contact the Weed Free Forage Coordinator at (303) 869-9038. Also available at www.colorado.gov/ag/csd.

Bales shall be approximately 5 cubic feet of material and weigh at least 35 pounds. Stakes shall be wood and shall be 1.5 inch by 1.5 inch by 30 inch actual.

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

Silt fence geotextile shall conform to the following requirements:

Physical Requirements for Silt Fence Geotextiles

Property	Wire Fence Supported Requirements	Self-Supported Requirements Geotextile Elongation <50%	Test Method
Grab Strength, lbs.	90 minimum	124 minimum	ASTM D4632
Permittivity sec-1	0.05	0.05	ASTM D4491
Ultraviolet Stability	Minimum 70% Strength Retained	Minimum 70% Strength Retained	ASTM D4355

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

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

(d) *Temporary Slope Drains*. Temporary slope drains shall consist of fiber mats,

plastic sheets, stone, concrete or asphalt gutters, half round pipe, metal or plastic pipe, wood flume, flexible rubber, or other materials suitable to carry accumulated water down the slopes. Outlet protection riprap shall conform to Section 506. Erosion control geotextile shall be a minimum Class 2, conforming to Section 712.

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

Width	Height	Weight	Percent Open Area
6 - 11 inches	6 - 10 inches	> 0.25 lbs./sq. ft.	20 – 50%

(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 Section 203. 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 Section 712.

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

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

(2) Erosion Log (Type 2) shall consist of cylinder casings filled with Erosion Log (Type 2) Compost in accordance with Section 212. The compost-wood chip blend may be pneumatically shot into a geotextile cylindrical casing or be pre-manufactured. The geotextile casing shall consist of high density polyethylene (HDPE) or polypropylene mesh (knitted, not extruded) with openings of ⅛ to ⅜ inch and contain the compost-wood chip material while not limiting water infiltration.

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

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

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

Table 208-1
Dimensions of Erosion Logs

Diameter Type 1 & 3 (Inches)	Diameter Type 2 (Inches)	Min. Length (ft)	Max. Length (ft)	Weight (minimum) (pounds/foot)	Stake Dimensions (Inches)
9	8	10	180	1.6	3/4 thickness by 3/4 width by 18 long
12	12	10	180	2.5	1.5 thickness by 1.25 width by 24 long
20	18	10	100	4.0	1.5 thickness by 1.25 width by 30 long

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

Table 208-2
Index Values for Natural Fiber Netting

Property	Requirement	Test Method
Fabric Tensile Strength	>70 lbs.	ASTM D3822
Biodegradable	100%	ASTM D5988
Mesh Pattern	Rib	

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

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

Table 208-3
Geotextile Requirements

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

Each silt dike segment shall have the following dimensions:

Dimension	Length
Vertical height after installation	>5 inches
Geotextile sleeve section to interlock segments	>8 inches

Silt dike segments shall be anchored down using the minimum requirements shown in Table 208-4.

Table 208-4
Silt Dike Segment Requirements

Surface	Nail	Washers
Soil Surface	Installed in 4 inch deep trench with 6 inch nails no more than 4 feet O.C. (on center)	1 inch washers
Hard Surface	1 inch concrete nails no more than 4 feet O.C.	1 inch washers and solvent-free adhesive

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

Table 208-5
Impermeable Synthetic Liner Requirements

Tested Property	Test Method	Units	Value
Thickness	ASTM D5199	mil	>30 +/- 1.5
Tear Strength	ASTM D1004	lbs.	>8
Low Temperature Impact	ASTM D1790	°F	Pass at -20

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

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

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

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

Sieve size	Percent by weight Passing Square Mesh Sieves
75 mm (3 inch)	100
50 mm (2 inch)	0 to 25
19.0 mm (3/4 inch)	0 to 15

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

Erosion control geotextile shall be a minimum Class 2, conforming to Section 712.

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

Minimum dimensions of the modular systems shall be:

Width	Length of pad
12 feet	35 feet

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

Weight (min.) (lbs./sq. ft.)	Crush strength (min.) (psi)
8	400

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

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

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

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

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

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

Property	Requirement	Test Method
Grab Tensile Strength	90 lbs. min.	ASTM D4632
Trapezoid Tear Strength	25 lbs. min.	ASTM D4533
Mullen Burst	300 psi	ASTM D3786
Ultraviolet Resistance	70%	ASTM D4355

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

Storm Drain Inlet Protection Properties	Protection Type I*	Protection Type II#	Protection Type III ◂
Diameter	4 in.	4 in.	N/A
Minimum Section Length	7 ft.	5 ft.	5 ft.
Apron Insert	---	30 in. or sized to grate	30 in or sized to grate

*Type I protection shall be used with Inlet Type R.
#Type II protection shall be used with Combination Inlet. Option A or B
◂ Type III protection shall be used with Vane Grate Inlet only. Option A or B
Note: Options A and B are shown on Standard Plan M-208-1.

The Storm Drain Inlet Protection (Type I, II and III) shall consist of a woven geotextile fabric with the following properties:

Property	Test Method	Unit	Requirement
Grab tensile strength	ASTM D4632	lbs.	minimum 150X200
Mullen Burst Strength	ASTM D3786	lbs.	400
Trapezoid Tear Strength	ASTM D4533	lbs.	minimum 60X60
Percent Open Area	COE-22125-86	%	≥20
Water Flow Rate	ASTM D4491	gal./min./sq. ft.	≥100
Ultraviolet	ASTM D4355	%	≥70

Property	Test Method	Unit	Requirement
Resistance			

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

CONSTRUCTION REQUIREMENTS

208.03 Project Review, Schedule, and Erosion Control Management. Prior to construction the Contractor shall implement control measures in accordance with the approved project schedule as described in this section.

At the Pre-Construction Conference, the attendees shall discuss the Stormwater Management Plan (SWMP), maintaining water quality standards, sensitive habitats on-site, wetlands, other vegetation to be protected, and the enforcement mechanisms for not meeting the requirements of this specification.
Prior to beginning construction, the Contractor shall evaluate the project site for storm water draining into or through the site. When such drainage is identified, control measures shall be used if possible to divert stormwater from running on-site and becoming contaminated with sediment or other pollutants. The diversion may be accomplished with a temporary pipe or other conveyance to prevent water contamination or contact with pollutants. Run-on water that cannot be diverted shall be treated as construction runoff and adequate control measures shall be employed.

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

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

Prior to construction, the Contractor shall implement appropriate control measures for protection of wetlands, sensitive habitat, and existing vegetation from ground disturbance and other pollutant sources, in accordance with the approved project schedule as described in Section 208.

When additional control measures are required and approved by the Engineer, the

Contractor shall implement the additional control measures and the SWMP Administrator shall record and describe them on the SWMP site map. The approved control measures will be measured and paid for in accordance with Section 208.

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

(1) Reasons for changing the control measures.

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

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

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

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

The Engineer will approve or reject the written proposal in writing within seven days after receipt of the submittal. The Engineer may require additional control measures prior to approving the proposed modifications. Additional modifications and additional control measures will be paid for at the Contract Unit Price for the specific items involved. If no items exist, they will be paid for as extra work in accordance with Section 109.

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

(c) *Erosion Control Management (ECM)*. Erosion Control Management for this project shall consist of SWMP Administration and Erosion Control Inspection. All ECM staff shall have working knowledge and experience in construction, and shall have successfully completed the Transportation Erosion Control Supervisory Certificate Training (TECS) as provided by the Department. The Superintendent may be permitted to serve in an ECM role, unless otherwise specified in the contract.

1. SWMP Administration. The SWMP shall be maintained by a SWMP Administrator. The name of the SWMP Administrator shall be recorded on the SWMP. The SWMP Administrator shall have full responsibility to maintain and update the SWMP and identify all critical action items needed to maintain water quality standards:

   (1) Complete the SWMP as described in Section 208.

   (2) Participate in the Pre-Construction Conference.

   (3) Attend erosion and sediment control meetings.

   (4) Implement necessary actions to reduce erosion or water quality problems, anticipated or presently existing, resulting from construction activities.

   (5) Ensure that all labor, material, and equipment needed to install, maintain, and remove control measures are available as needed.

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

      (i) Limits of Construction (LOC).

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

      (iii) Limits of Disturbance (LDA).

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

      (v) Location of dedicated asphalt, concrete batch plants, and masonry mixing stations.

      (vi) Location of construction offices and staging areas.

      (vii) Location of work access routes during construction.

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

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

(x) Location of outfalls.

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

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

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

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

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

(8) Install control measures according to Standard Plans M-208-1, M-216-1, and M-615-1.

(9) Record in the SWMP, the approved Method Statement for Containing Pollutant Byproducts.

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

2. Erosion Control Inspector (ECI).

The SWMP Administrator shall complete the duties of the ECI.

(1) ECI duties shall be as follows:

(i) Inspect initial placement and adherence to approved SWMP and SWMP site plan control measures

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

(iii) Identify all areas of concern that may impact water quality and, if necessary, implement corrective actions.

(iv) Ensure all other agency Stormwater and inspection requirements are followed unless a waiver or other agreement has been made.

(2) The ECI shall immediately report to the Contractor and Engineer the following instances:

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

(ii) Spills or discharges which exceeds any water quality standards.

(iii) Upset conditions which cause an exceedance of any water quality standards.

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

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

1. SWMP. The Engineer will provide an approved SWMP design (includes items (1) through (4) as listed below) at the Pre-construction Conference, which is and shall remain the property of CDOT. The following Contract documents and reports shall be included or kept maintained, (as applicable), and updated in the SWMP under the appropriate items by the SWMP Administrator:

(1) SWMP Plan Sheets – Notes, tabulation, site description, sequence of major activities, area of disturbance, existing soil data, existing vegetation percent cover, potential pollutant sources, receiving water, non-stormwater discharges and environmental impacts.

(2) SWMP Site Maps and Project Plan Title Sheet, if included in the original contract.

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

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

(5) Control measure Details not in Standard Plan M-208-1 – project specific non-standard details.

(6) All Water Quality Audit Reports and Form 105(s) relating to Water Quality, if applicable.

(7) Spill Response Plan – Reports of reportable spills submitted to CDPHE.

(8) List and Evaluation of Potential Pollutants – List of potential pollutants as described in Section 107 and approved Method Statement for Containing Pollutant Byproducts.

(9) Other Correspondence including agreements with other Municipal Separate Storm Sewer System (MS4s), approved deferral request, CDPHE audit documentation.

(10) TECS Certifications of the SWMP Administrator, kept current through the life of the project.

(11) Pre-construction Conference – Conference agenda with a certification of understanding for maintaining water quality standards and SWMP. The certification shall be signed by all attendees. A certification shall also be signed by all attendees of meetings held for new subcontractors beginning work on the project that could adversely affect water quality after the Pre-construction Conference has been held, if applicable.

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

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. The following Reference materials shall be used:

(1) CDOT Erosion Control and Stormwater Quality Guide.

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

(e) *Weekly Meetings*: If applicable, the Contractor shall conduct a weekly meeting with the Engineer and subcontractors to discuss construction activities that could adversely affect water quality, including the following:

(1) Unresolved issues from observations.

(2) Requirements of the SWMP.

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

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

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

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

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

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

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

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

(c) *Work Outside the Right of Way*. Disturbed areas, including staging areas, which are outside CDOT ROW and outside easements acquired by CDOT for construction, are the responsibility of the Contractor.

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

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

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

2. Interim Stabilization. As soon as it is known with reasonable certainty that work will be temporarily halted for 14 days or more, sediment and material stockpiles and disturbed areas shall be stabilized using one or more of the specified following methods:

(1) Application of 1.5 tons per acres of mechanically crimped certified weed free hay or straw in combination with an approved organic mulch tackifier.

(2) Placement of bonded fiber matrix in accordance with Section 213.

(3) Placement of mulching (hydraulic) wood cellulose fiber mulch with tackifier, in accordance with Section 213.

(4) Application of spray-on mulch blanket in accordance with Section 213. Magnesium Chloride, Potassium Chloride and Sodium Chloride, or other salt products, shall not be used as a stabilization method.

(5) Topsoil stockpiles shall receive interim stabilization in accordance with Section 207, unless specified as a different material than the other disturbed areas on-site.

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

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

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

(f) *Maintenance*. Erosion and sediment control practices and other protective measures identified in the SWMP as control measures for stormwater pollution prevention shall be maintained in effective operating condition until final acceptance of the project. Control measures shall be continuously maintained in accordance with good engineering, hydrologic, and pollution control practices, including removal of collected sediment when silt depth is 50 percent or more of the effective height of the erosion control device. When possible, the Contractor

shall use equipment with an operator rather than labor alone to remove the sediment.

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

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

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

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

Temporary control measures may be removed prior to final acceptance of the project, as determined by the Engineer. If removed, the area in which these control measures were constructed shall be returned to a condition similar to that which existed prior to its disturbance. Removed control measures shall become the property of the Contractor. Maintenance shall be notified of the locations of any control measures left in place.

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

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

Whenever sediment collects on the paved surface, the surface shall be cleaned.

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

Material from pavement saw cutting operations shall be cleaned from the roadway surface during operations using a vacuum. A control measure, such as a berm, shall be placed to contain slurry from joint flushing operations until the residue can be removed from the soil surface. Aggregate bags, erosion logs or other permeable control measures shall not be used. Residue shall not flow into driving lanes. It shall be removed and disposed of in accordance with Section 107. Material containment and removal will not be paid for separately, but shall be included in the work.

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

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

(b) Erosion Bales. The bales shall be anchored securely to the ground with wood stakes. Erosion Bales shall be entrenched 4 inches minimum into the soil, tightly abutted with no gaps, staked, and backfilled around the entire outside perimeter. Erosion Bales cannot be used for Check Dams.

(c) Silt Fence. Silt fence shall be installed in locations as per M standard plans 208-1 and as specified in the Contract.

(d) Temporary Berms. Berms shall be constructed to the dimensions as per M 208-1 standard plans and as shown in the Contract, and sufficiently compacted to prevent erosion or failure. If the berm erodes or fails, it shall be immediately repaired or replaced at the Contractor's expense. Berms must be at least 18 inches tall or high enough to prevent overtopping. Berms must have a minimum of 4 to 6-foot base. Gradient of all receiving area above berm must be less than 2:1, or flatter. Outlets of anticipated flow from captured water behind berms must be designed with additional control measures suitable to control concentrated flow. Maximum drainage area for each outlet must be limited to 2 acres.

(e) Temporary Diversion. Diversions shall be constructed to the dimensions as per M standard plans 208-1 and as 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. Ensure drainage area for every slope drain is smaller than 5 acres. Ensure pipe or channel is properly sized, and for drainage areas larger than 1 acre the pipe size must be designed by an Engineer to ensure the drainage structure can accommodate the runoff resulting from a 2-year, 24-hour storm event. The use of prefabricated flared inlet sections is recommended.

(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. See M standard 208-1 for details. Silt berms shall be secured with spikes. The Contractor shall install the silt berm in a manner that will prevent water from going around or under the silt berm. Silt berms shall be installed on top of soil retention blanket or turf reinforcement blanket.

(h) *Rock Check Dam*. Rock shall be installed at locations shown on the plans. Rock check dams shall conform to the dimensions shown on the plans. The Geotextile Erosion Control shall be Class 2 and conform to the requirements of Section 712, and shall extend up ⅔ of the riprap height with 6inch minimum cover over geotextile. Rock Check Dam shall be installed within a ditch sub excavated 6 inches below the flow line. The ends of the rip rap check dam shall be a minimum of 6 inches higher than the center of the check dam. Stone shall meet the requirements of Section 506. Larger rocks with larger void spaces should be used on top. See M standard 208-1 for details.

(i) *Riprap Outlet Protection*. Geotextile used shall be protected from cutting or tearing. Overlaps between two pieces of geotextile shall be 1-foot minimum. Riprap size shall be in accordance with Section 506 and as shown on the plans.

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

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

directed.

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

(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 in accordance with M standard 208-1 and as shown on the plans or as directed.

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

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

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

Sediment shall be removed from the trap when it has accumulated to one half of the wet storage depth of the trap and shall be disposed of in accordance with Section 208.

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

The Contractor shall maintain the erosion logs during construction to prevent sediment from passing over or under the logs. See M standard 208-1 for details.

(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*. The concrete washout structure shall meet or exceed the dimensions shown on the plans. Work on this structure shall not begin until written acceptance of location is provided by the Engineer. See M standard 208-1 for details.

Control measures designed for concrete washout waste shall be implemented. If

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

The following requirements shall be met:

(1) The structure shall contain all washout water.

(2) Stormwater shall not carry wastes from washout and disposal locations.

(3) The site shall be located a minimum of 50 horizontal feet away from State waters and shall meet all requirements for containment and disposal as defined in Section 107.

(4) The site shall be signed as “Concrete Washout”.

(5) The site shall be accessible to appropriate vehicles.

(6) Freeboard capacity shall be included in the structure design to reasonably ensure the structure will not overtop during or because of a precipitation event.

(7) The Contractor shall prevent tracking of washout material out of the washout structure.

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

(9) The structure shall be surrounded on three sides by a compacted berm.

(10) The structure shall be fenced with orange plastic construction fencing conforming to Section 607, to provide a barrier to construction equipment and to aid in identification of the concrete washout area.

(11) Concrete waste, liquid and solid, shall not exceed ⅔ the storage capacity of the washout structure.

(12) A concrete washout sign shall have letters at least 3 inches high and conform to Section 630.

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

(1) Structure shall contain all washout water. If bins are determined to be leaking,

the Contractor shall replace the bin on-site and clean up the spilled material and dispose of it properly.

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

(3) The site shall be accessible to appropriate vehicles.

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

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

(6) Concrete waste, liquid and solid, shall not exceed ⅔ the storage capacity of the washout structure.

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

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

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

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

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

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

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

Maintenance Aggregate (Vehicle Tracking Pad).

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

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

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

(3) All silt shall be removed and the pond returned to the design grade and contour prior to project acceptance.

(r) Aggregate Bag. Aggregate bags shall be placed on a stable surface, consisting of hardscape or compacted gravel. If approved by the Engineer, the aggregate bag may be placed on compacted dirt areas, where bags conform to the surface and can effectively minimize sediment transport. Aggregate bags can be used on frozen ground when other control measures cannot be trenched or staked, but only until the ground is capable of being trenched and staked. Aggregate bags shall not be placed in concentrated flow areas, other than gutter pans. Aggregate bags shall be placed to conform to the surface without gaps to ensure that discharge water does not cause erosion. See M standard 208-1 for details.

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

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

208.06 Materials Handling and Spill Prevention. The SWMP Administrator shall clearly describe and record on the SWMP, all practices implemented at the site to minimize impacts from procedures or significant material that could contribute pollutants to runoff. Areas or procedures where potential spills can occur shall have a Spill Response Plan in place as specified in Section 107 or Section 208. Construction equipment, fuels, lubricants, and other petroleum distillates shall not be stored or stockpiled within 50 horizontal feet of any State waters or more if the Contractor determines necessary. Equipment fueling and servicing shall occur only within approved designated areas.

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

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

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

The Response Plan shall contain the following information:

(1) Identification and contact information of each Spill Response Coordinators.

(2) Locations of areas on the project site where equipment fueling and servicing operations are permitted.

(3) Location of cleanup kits.

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

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

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

(7) Procedures for spills of any size that enter surface waters or ground water, or

have the potential to do so. CDOT's Erosion Control and Stormwater Quality Guide contains spill notification contacts and phone numbers required in the Spill Response Plan.

(8) A summary of the employee training provided.

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

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

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

208.08 Limits of Disturbance. The Contractor shall limit construction activities to those areas within the limits of disturbance shown on the plans and cross-sections. Construction activities, in addition to the Contract work, shall include the on-site parking of vehicles or equipment, on-site staging, on-site batch plants, haul roads or work access, and all other activities which would disturb existing soil conditions. Staging areas within the LDA shall be as approved by the Engineer. Construction activities beyond the limits of disturbance due to Contractor negligence shall be restored to the original condition by the Contractor at the Contractor's expense. The SWMP Administrator shall tabulate additional disturbances not identified in the SWMP. If the disturbance at any time exceeds 1 acre (including as part of a common plan of development), the Contractor will need to apply for a Colorado Discharge Permit System- Stormwater Construction Permit (CDPS-SCP) and comply with all of CDOT's over one acre specifications.

The Contractor shall pursue stabilization of all disturbances to completion.

208.09 Regulatory Mechanism for Water Quality. Failure to implement the Stormwater Management Plan is a violation of the Colorado Water Quality Control Act. 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 monies due the Contractor.

The Contractor shall be subject to liquidated damages for incidents of failure to perform erosion control as required by the Contract. Liquidated damages will be applied for failure to comply with these specifications, including the following:

(1) Failure of the Contractor to implement necessary actions required by the Engineer as required by this section.

(2) Failure to construct or implement erosion control or spill containment measures required by the Contract, or failure to construct or implement them in accordance with the Contractor's schedule.

(3) Failure to stabilize disturbed areas as required by this section.

(4) Failure to replace or perform maintenance on an erosion control feature after notice from the Engineer to replace or perform maintenance as required by this section.

(5) Failure to remove and dispose of sediment from control measures as required.

(6) Failure to install and properly utilize a concrete washout structure for containing washout from concrete placement operations.

(7) Failure to perform permanent stabilization as required by this section.

(8) Failure to prevent discharges not composed entirely of stormwater from leaving the construction site.

(9) Failure to provide the survey of Permanent Water Quality features when required on the project in accordance with this section.

The Engineer will immediately notify the Contractor of each incident of failure to perform erosion control in accordance with any water quality standards, specifications, including items (1) through (9) above by issuing a Form 105. Correction shall be made as soon as possible, immediately in most cases, but no later than 48 hours from the date of notification to correct the failure. The Contractor will be charged liquidated damages in the amount of $970 for each day after the 48-hour period has expired that one or more of the incidents of failure to perform the requirements for each Form 105 remains uncorrected. Liquidated damages will begin at Midnight of the date on which the 48 hours has expired.

This deduction will not be considered a penalty, but will be considered liquidated damages based on estimated additional construction engineering costs. The liquidated damages will accumulate, for each cumulative day that one or more of the incidents remain uncorrected. The number of days for which liquidated damages are assessed will be cumulative for the duration of the project; that is: the damages for a particular day will be added to the total number of days for which liquidated damages are accumulated on the project. The liquidated damages will be deducted from any monies due the Contractor.

If all other failures are not corrected within 48 hours after liquidated damages have begun to be assessed, the Engineer will issue a Stop Work Order in accordance with Section 105. Work shall not resume until the Engineer has approved a written corrective action plan submitted by the Contractor that includes measures to prevent future violations and a schedule for implementation.

If the Contractor requires more than 96 hours to perform the corrective work from the date on the Form 105, the Contractor shall submit a request for deferment. The deferment request shall be in writing and shall include the specific failure, temporary measures until final correction is made, the methodology which will be employed to make the correction, and interim milestones to completing the work. The Region Water Pollution Control Manager (RWPCM), Engineer, the SWMP Administrator, and the Contractor shall concur on this deferral and set a proposed date of completion. If approved, the Contractor shall complete the corrective measures by Midnight of the proposed completion date. If corrective work is not corrected by the completion date the Engineer will issue a Stop Work Order. Liquidated Damages will apply retroactively back to the 48 hours after the Form 105 date of notification. Liquidated Damages will be assessed until the corrective work has been completed and accepted.

Deferment of work to correct failures to perform erosion control will not affect the Contractor's other contractual responsibilities, notifications for other non-compliance, nor the final completion date of the project. Liquidated Damages for other non-compliance notifications will continue to apply during the deferment period in addition to liquidated damages associated with the deferment.

Based on the submittal date of the approved deferment, Liquated Damages and a Stop Work Order may not be mandated to the Contractor.

Disagreements regarding the suggested corrective action for a control measure compliance issue between the Project Engineer, SWMP Administrator, and Superintendent, shall be discussed with the Resident Engineer and Region Water Pollution Control Manager. If after the discussions, the Project Engineer and the Contractor are still in disagreement and the Contractor believes that additional compensation is owed, the Contractor shall follow the decision of the Project Engineer, keep track of the costs and negotiate further with the Project Engineer. If after pursuing the issue, the Contractor is unable to reach an agreement with the Project Engineer, then the Contractor can follow the dispute process outlined in Section 105.

If the Contractor's corrective action plan and schedule are not submitted and approved within 96 hours of the initial notice, the Engineer will issue a Stop Work Order and have an on-site meeting with the Superintendent, SWMP Administrator, and the Superintendent's supervisor. This meeting will also be attended by the Resident Engineer, the Region Water Pollution Control Manager, and the Region Program Engineer. This meeting will identify and document needed corrective actions and a schedule for completion. If after the meeting, the unacceptable work

is not remedied within the schedule as agreed to in the meeting, the Engineer will take action to effect compliance with the Contract and these specifications by utilizing CDOT Maintenance personnel or other non-Contractor forces and deduct the cost from any monies due or to become due to the Contractor pursuant to Section 105. Delays due to these Stop Work Orders shall be considered non- excusable. The Stop Work Order shall be in place until the project is in compliance.

If the Contractor remains non-responsive to requirements of the on-site meeting, the Engineer will start default or Contract termination procedures in accordance with Section 108. CDOT will proceed with corrective or disciplinary action in accordance with the Rules for Prequalification, Debarment, Bidding and Work on Transportation, Road, Highway and Bridge Public Projects.

When a failure meets any one of the following conditions, the Engineer will immediately issue a Stop Work Order in accordance with Section 105 irrespective of any other available remedy:

(1) It may endanger health or the environment.

(2) It consists of a spill or discharge of hazardous substances or oil which may cause pollution of the waters of the state.

(3) It consists of a discharge which may cause a violation of water quality standards.

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

(a) Reclamation of Washout Areas. After concrete operations are complete, washout areas shall be reclaimed in accordance with this section at the Contractor's expense.

(b) Survey. When Permanent Water Quality (PWQ) control measures are required on the project and once built, the Contractor shall survey the control measures to confirm that the PWQ control measures conform to the configuration, grade, and volume shown on the plans. The survey shall conform to Section 625. The results of the survey shall be submitted in accordance with CDOT's Survey Manual (AutoCAD to GIS and TMOSS Codes), or GIS with attribute tables, showing both designed and final elevations and configurations. Paper versions of the drawings shall be submitted with the stamp and seal of the Contractor's Surveyor.

PWQ control measures that do not meet the Contract requirements will be identified in writing by the Engineer, and shall be repaired or replaced at the Contractor's expense. Correction surveys shall be performed at the Contractor's expense to confirm the locations, dimensions, and volume certification (for water

quality capture volume structures only) of each PWQ control measure. The Engineer, CDOT Hydraulics Engineer for the region, Headquarters Permanent Water Quality Manager, and Headquarters Maintenance staff will perform a walkthrough of the PWQ control measures to confirm conformance to material requirements, locations, and dimensions. Before the walkthrough, the Contractor shall provide the corrected survey to the Engineer, Regional, and Headquarters Permanent Water Quality Managers.

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

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

Method of Measurement

208.11 Erosion Control Management on projects having less than one acre of total disturbed area will not be measured and paid for separately but shall be included in the work, unless otherwise specified in the contract (bid schedule). If contracted, ECM work will be measured as the actual number of days of ECM work performed, regardless of the number of personnel required for SWMP Administration and Erosion Control Inspection, including erosion control inspections, documentation, meeting participation, SWMP Administration, and the preparation of the SWMP. If the combined hours of SWMP Administration and Erosion Control Inspection is four hours or less in a day, the work will be measured as ½ day. If the combined hours of SWMP Administration and Erosion Control Inspection is more than four hours in a day, the work will be measured as one day. Total combined hours of ECM work exceeding eight hours in a day will still be paid as one day.

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

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

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

Pre-fabricated concrete washout structures will be measured by the actual number of

structures delivered to the site. It shall not include structures moved on-site.

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

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

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

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

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

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

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

Basis of Payment

208.12 Control measures will be paid for at the Contract unit price for each of the items listed below that appear in the contract. Erosion Control management (ECM) duties on projects having less than one acre of total disturbed area will not be measured and paid for separately but shall be included in the work, unless otherwise specified in the contract.

Payment will be made under:

Pay Item	Pay Unit
Aggregate Bag	Linear Foot
Concrete Washout Structure	Each
Erosion Bales (Weed Free)	Each
Erosion Control Management	Day (If in the contract)
Erosion Log (Type 1) (_____ Inch)	Linear Foot
Erosion Log (Type 2) (_____Inch)	Linear Foot
Erosion Log (Type 3) (_____Inch)	Linear Foot
Pre-Fabricated Concrete Washout Structure (Type 1)	Each
Pre-Fabricated Concrete Washout Structure (Type 2)	Each
Pre-Fabricated Vehicle Tracking Pad	Each
Maintenance Aggregate (Vehicle Tracking Pad)	Cubic Yard
Removal and Disposal of Sediment (Equipment)	Hour
Removal and Disposal of Sediment (Labor)	Hour
Removal of Trash	Hour
Rock Check Dam	Each
Sediment Basin	Each
Sediment Trap	Each
Silt Berm	Linear Foot
Silt Dike	Linear Foot
Silt Fence	Linear Foot
Silt Fence (Reinforced)	Linear Foot
Storm Drain Inlet Protection (Type__)	Linear Foot
Storm Drain Inlet Protection (Type__)	Each
Sweeping (Sediment Removal)	Hour
Temporary Berm	Linear Foot
Temporary Diversion	Linear Foot
Temporary Slope Drain	Linear Foot
Vehicle Tracking Pad	Each

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

A. AFFIRMATIVE ACTION REQUIREMENTS

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

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area are as follows:

Goals and Timetable for Minority Utilization

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

2
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

B. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

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

1. As used in these Specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes;

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required

to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractor toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance Programs Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following;

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with

specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when he Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

g. Review, at least annually, the Contractor's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and Contractor's activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligation.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goal and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even thought the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

13 The Contractor in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES.

1. *General*.

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract. Provisions (Form FHWA 1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract provisions.

b. The Contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The Contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal

employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

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

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

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

4. *Dissemination of Policy*.

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

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

      (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official,

covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.

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

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

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

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

5. *Recruitment*.

a. When advertising for employees, the Contractor will include in all advertisements for employees the notation; "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

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

c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

`6. *Personnel Actions*. Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken

without regard to race, color, religion, sex, or national origin. The following procedures shall be followed;

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

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

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

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

7. *Training and Promotion*.

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

b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

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

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

8. *Unions*. If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women with the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or thorough a contractor's association acting as agent will include the procedures set forth below:

   a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

   b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

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

   d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within he 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.

13
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

10. *Records and Reports.*

a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate:

(1) The number of minority and nonminority group members and women employed in each work classification on the project.

(2) The Progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.

c. The Contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391.

July 1, 2025

CERTIFIED PAYROLL REQUIREMENTS FOR CONSTRUCTION CONTRACTS

All applicable contractors subject to Davis-Bacon and Related Acts (DBRA) requirements shall submit all payrolls weekly (at least every seven days), related to Form FHWA 1273, *Required Contract Provisions for Federal-Aid Construction Contracts,* and the Colorado Senate Bill 19-196. The Contractor, all subcontractors, and applicable suppliers required to submit certified payrolls shall follow all DBRA requirements, including sections 5.5, 3.5, and 3.6 of the 29 CFR. Contractors shall upload a completed Contractor Fringe Benefit Statement (CFBS) into LCPtracker at least once per project, utilizing the following web link:

https://prod-cdn.lcptracker.net/login/login

The CFBS shall include benefit details for employees who perform work on the project. The CFBS shall provide an overview of the bona fide benefits provided by the employer. If a contractor's fringe benefits change during the project's life, a revised CFBS shall be submitted to reflect the changes accurately. Note other deductions by type and amount. Attach required supporting documentation in the LCPtracker system. Contractors, subcontractors, and applicable suppliers shall establish and utilize a process that allows all employees to verify the number of hours and classifications submitted to pay wages and benefits.

The Contractor, subcontractors, and applicable suppliers shall submit payrolls directly into LCPtracker for approval by the Contractor. The prime approver for the Contractor shall approve or reject payrolls within seven days after submission into LCPtracker.

6ecision Nos. CO20260012 dated January 9, 2026, supersedes **Decision Nos. CO20250012** dated December 12, 2025.	**Modifications**			**ID**
	MOD Number	**Date**	**Page Number(s)**	
When work within a project is located in two or more counties and the minimum wages and fringe benefits are different for one or more job classifications, the higher minimum wages and fringe benefits shall apply throughout the project.				
General Decision No. CO20260012 applies to the following counties: Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, La Plata, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, and San Miguel counties.				

General Decision No. CO20260012

The wage and fringe benefits listed below reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
1491	**CARPENTER** (Excludes Form Work)	33.11	12.17	
	POWER EQUIPMENT OPERATOR:			
	Drill Rig Caisson			
1492	Smaller than Watson 2500 and similar	35.41	15.20	
1493	Watson 2500 similar or larger	35.41	15.20	
	Mechanic			
1494	La Plata County	35.58	15.20	

General Decision No. CO20260012

The wage and fringe benefits listed below do not reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	CARPENTER:			
	Form Work Only			
1495	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	18.57	5.38	
1496	La Plata	18.60	5.38	
	CEMENT MASON/CONCRETE FINISHER:			
1497	Alamosa, Archuleta, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Ouray, Rio Grande, Saguache, San Juan, San Miguel	17.67	2.85	

General Decision No. CO20260012

The wage and fringe benefits listed below do not reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	CEMENT MASON/CONCRETE FINISHER (con't.):			
1498	Chaffee	15.55	2.85	
1499	La Plata	18.99	2.85	
1500	Montrose	16.95	2.85	
1501	**ELECTRICIAN**	28.06	8.76	
1502	**GUARDRAIL INSTALLER**	12.78	3.31	
	HIGHWAY/PARKING LOT STRIPING:			
1503	Truck Driver (Line Striping Truck)	14.60	3.49	
1504	Painter	12.90	3.07	
	IRONWORKER:			
1505	Reinforcing (Excludes Guardrail Installation)	16.94	6.77	
1506	Structural (Excludes Guardrail Installation)	16.76	6.01	
	LABORER:			
	Asphalt Raker			
1507	Alamosa	17.53	3.75	
1508	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, San Juan, San Miguel	16.43	3.42	
1509	La Plata	15.38	3.12	
	Common or General			
1510	Alamosa, Chaffee, Montezuma, Montrose	12.44	3.53	
1511	Archuleta, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Ouray, Rio Grande, Saguache, San Miguel	13.70	3.53	
1512	Fremont	15.19	3.00	
1513	La Plata	14.07	3.53	
1514	Mineral	14.84	3.53	
1515	San Juan	13.73	3.53	
1516	**Concrete Saw** (Hand Held)	16.00	6.14	

General Decision No. CO20260012

The wage and fringe benefits listed below do not reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	LABORER (con't):			
	Landscape and Irrigation			
1517	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	14.02	3.16	
1518	La Plata	13.54	3.16	
	Mason Tender - Cement/Concrete			
1519	Alamosa, Archuleta, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	14.59	3.10	
1520	Chaffee	12.44	3.10	
1521	La Plata	15.67	3.10	
	Traffic Control			
1522	Flagger	9.42	3.21	
1523	Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags, (Excludes Flaggers)	12.39	3.20	
1524	**PAINTER** (Spray Only)	17.54	3.52	
	POWER EQUIPMENT OPERATOR:			
	Asphalt Laydown			
1525	Alamosa, La Plata	22.67	8.72	
1526	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	23.13	8.64	
1527	Asphalt Paver	22.67	8.72	
1528	Asphalt Plant	17.23	4.07	
	Asphalt Roller			
1529	Alamosa	21.67	8.22	
1530	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	22.77	8.36	
1531	La Plata	22.68	7.30	
1532	Montezuma	22.67	8.72	
1533	Asphalt Spreader	22.67	8.72	

General Decision No. CO20260012

The wage and fringe benefits listed below do not reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't):			
	Backhoe/Trackhoe			
1534	Alamosa	21.03	3.75	
1535	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	19.75	3.75	
1536	La Plata	19.79	5.13	
1537	Mineral	19.17	5.53	
1538	Montezuma	16.42	4.42	
	Bobcat/Skid Loader			
1539	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	18.20	4.54	
1540	La Plata	19.98	4.88	
1541	Mineral	17.94	4.62	
	Broom/Sweeper			
1542	Alamosa	20.67	9.22	
1543	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, La Plata, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	21.70	9.22	
	Bulldozer			
1544	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	23.28	9.22	
1545	Fremont	23.67	9.22	
1546	La Plata	23.57	8.72	
1547	Chipper	22.04	8.26	
	Crane			
1548	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	25.01	8.22	
1549	La Plata	25.21	8.22	

General Decision No. CO20260012

The wage and fringe benefits listed below do not reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
1550	Drill	20.84	2.66	
1551	Forklift	18.30	5.01	
1552	Grade Checker	23.91	7.89	
	Grader/Blade			
1553	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	16.39	4.20	
1554	Fremont	19.68	3.37	
1555	La Plata	19.83	4.20	
1556	Guardrail/Post Driver	16.07	4.41	
	Loader (Front End)			
1557	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montrose, Ouray, Rio Grande, Saguache, San Juan	23.38	8.22	
1558	Fremont	23.67	9.22	
1559	La Plata	23.36	7.09	
1560	Montezuma	22.82	8.72	
1561	San Miguel	23.82	9.22	
	Mechanic			
1562	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	16.74	4.20	
1563	Fremont	18.79	3.51	
	Oiler			
1564	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan,	22.97	7.88	
1565	Fremont	22.97	8.56	
1566	La Plata	24.08	5.49	
1567	San Miguel	22.97	9.22	

General Decision No. CO20260012

The wage and fringe benefits listed below do not reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
	Roller/Compactor (Dirt and Grade Compaction)			
1568	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	19.24	4.96	
1569	Fremont	16.52	5.28	
1570	La Plata	18.33	2.98	
1571	Rotomill	16.28	4.41	
1572	Scraper	17.62	2.96	
	Screed			
1573	Alamosa	20.33	6.81	
1574	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	19.58	4.96	
1575	La Plata	17.86	2.75	
1576	Tractor	15.08	2.95	
	TRAFFIC SIGNALIZATION:			
1577	Groundsman	17.04	2.28	
	TRUCK DRIVER:			
	Distributor			
1578	Alamosa	18.40	4.51	
1579	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, La Plata, Mineral, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	17.62	5.27	
1580	Montezuma	15.80	5.27	

General Decision No. CO20260012

The wage and fringe benefits listed below do not reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	TRUCK DRIVER (con't.):			
	Dump Truck			
1581	Alamosa	14.15	3.83	
1582	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	16.56	4.03	
1583	Fremont	16.55	4.34	
1584	La Plata	16.90	3.83	
1585	Mineral	16.97	4.61	
1586	Lowboy Truck	17.25	5.84	
1587	Mechanic	17.79	3.51	
1588	Multi-Purpose Specialty & Hoisting Truck	14.60	3.49	
	Pickup and Pilot Car			
1589	Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	14.04	3.49	
1590	La Plata	15.47	3.49	
	Semi Truck			
1591	Alamosa, Archuleta, Chaffee, Gunnison, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	19.42	5.41	
1592	Conejos, Custer, Delta, Dolores, Fremont, Hinsdale, La Plata	17.25	5.41	
	Water Truck			
1593	Alamosa	17.58	3.75	
1594	Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	16.75	3.04	
1595	Fremont	16.15	3.14	
1596	La Plata	17.67	3.43	
1597	Montezuma	14.88	2.07	

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

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

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

Wage Determination Appeals Process

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to: davisbaconinfo@dol.gov, or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to: BCWD-Office@dol.gov, or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to: dba.reconsideration@dol.gov, or by mail 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 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.

End of General Decision No. CO2026 0012

Decision Nos. CO20260013 dated January 9, 2026, supersedes **Decision Nos. CO20250013** dated December 12, 2025.	**Modifications**			**ID**
	Mod Number	**Date**	**Page Number(s)**	
When work within a project is located in two or more counties and the minimum wages and fringe benefits are different for one or more job classifications, the higher minimum wages and fringe benefits shall apply throughout the project.				
General Decision No. CO20260013 applies to the following counties: Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, and Summit counties.				

General Decision No. CO202600136

The wage and fringe benefits listed below reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
1598	**CARPENTER** (Excludes Form Work)	33.11	12.17	
	TRAFFIC SIGNALIZATION:			
	SUMMIT COUNTY			
	Traffic Signal Installation			
1599	Zone 1	26.42	4.75% + 8.68	
1600	Zone 2	29.42	4.75% + 8.68	
	Traffic Installer Zone Definitions Zone 1 – Within a 35 mile radius measured from the addresses of the following cities: Colorado Springs - Nevada & Bijou Denver - Ellsworth Avenue & Broadway Ft. Collins - Prospect & College Grand Junction - 12th & North Avenue Pueblo - I-25 & Highway 50 Zone 2 - All work outside these areas.			
	POWER EQUIPMENT OPERATOR:			
	Drill Rig Caisson			
1601	Smaller than Watson 2500 and similar	35.03	15.20	
1602	Watson 2500 similar or larger	35.41	15.20	
	IRONWORKER:			
	Structural			
1603	Garfield	39.21	12.50	

General Decision No. CO20260013

The wage and fringe benefits listed below do not reflect collectively bargained rates.

	CARPENTER (Form Work Only):			
1604	Eagle, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	15.92	5.38	
1605	Garfield	19.55	4.09	
	CEMENT MASON/CONCRETE FINISHER:			
1606	Eagle	17.59	2.85	
1607	Garfield	17.27	2.16	
1608	Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt	18.23	2.85	
1609	Summit	15.55	2.85	
	ELECTRICIAN:			
1610	Excludes Traffic Signalization	28.06	8.76	
	Traffic Signalization Electrician			
1611	Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	28.24	8.52	
	Traffic Signalization Groundsman			
1612	Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt	15.93	4.01	
1613	Summit	16.75	4.10	
	GUARDRAIL INSTALLER:			
1614	Eagle	12.78	3.46	
1615	Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	12.78	3.31	
	HIGHWAY/PARKING LOT STRIPING:			
1616	Truck Driver (Line Striping Truck)	14.60	3.49	
	Painter			
1617	Eagle,	13.85	3.07	
1618	Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	13.97	3.07	
	IRONWORKER:			
	Excludes Guardrail Installation			
1619	Reinforcing	16.94	6.77	
1620	Structural	22.22	6.01	

General Decision No. CO20260013

The wage and fringe benefits listed below do not reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	LABORER:			
	Asphalt Raker			
1621	Eagle	16.36	3.26	
1622	Garfield	18.66	3.53	
1623	Grand	17.90	3.02	
1624	Jackson, Lake, Moffatt, Routt	17.75	3.75	
1625	Pitkin	17.50	3.75	
1626	Rio Blanco	18.97	3.75	
1627	Summit	16.77	3.26	
	Common or General			
1628	Eagle, Garfield, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	12.44	3.53	
1629	Grand	19.14	3.53	
1630	**Concrete Saw** (Hand Held)	16.00	6.14	
	Landscape and Irrigation			
1631	Eagle	14.84	3.16	
1632	Garfield, Grand, Jackson, Lake, Moffatt, Rio Blanco, Routt	13.54	3.16	
1633	Pitkin	14.16	3.16	
1634	Summit	13.09	3.16	
	Mason Tender - Cement/Concrete			
1635	Eagle, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	12.44	3.10	
1636	Garfield	14.87	3.10	
	Traffic Control			
1637	Flagger	9.42	3.21	
	Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags, (Excludes Flaggers)			
1638	Eagle, Garfield, Grand, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	12.39	3.20	
1639	Jackson	12.93	3.22	

General Decision No. CO20260013

The wage and fringe benefits listed below do not reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	PAINTER: (Spray Only)			
1640	Eagle	17.49	3.52	
1641	Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt	17.54	3.52	
1642	Summit	19.96	3.52	
	POWER EQUIPMENT OPERATOR:			
	Asphalt Laydown			
1643	Eagle, Summit	22.67	8.72	
1644	Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Routt	24.09	7.93	
1645	Rio Blanco	23.67	9.22	
1646	Asphalt Paver	22.67	8.72	
1647	Asphalt Plant	19.27	4.47	
	Asphalt Roller			
1648	Eagle	23.01	8.72	
1649	Garfield, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	23.15	8.07	
1650	Grand	22.67	8.72	
1651	Asphalt Spreader	25.61	6.96	
	Backhoe/Trackhoe			
1652	Eagle	22.56	7.02	
1653	Garfield	19.40	4.42	
1654	Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt	22.92	6.15	
1655	Summit	24.30	5.75	
	Bobcat/Skid Loader			
1656	Eagle	18.25	4.32	
1657	Garfield	24.63	0.00	
1658	Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt	21.04	5.18	
1659	Summit	19.77	4.28	

General Decision No. CO20260013

The wage and fringe benefits listed below do not reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
	Broom/Sweeper			
1660	Eagle	23.35	7.78	
1661	Garfield, Jackson, Lake, Moffat, Pitkin, Routt	21.92	7.66	
1662	Grand	21.67	8.22	
1663	Rio Blanco	21.66	0.00	
1664	Summit	22.67	8.72	
1665	Bulldozer	26.78	7.05	
1666	Chipper	22.04	8.26	
1667	Crane	23.82	9.22	
1668	Drill	20.84	2.66	
1669	Forklift	18.30	5.01	
1670	Grade Checker	23.82	9.22	
1671	Grader/Blade	23.05	6.45	
1672	Guardrail/Post Driver	16.07	4.41	
	Loader (Front End)			
1673	Eagle	24.98	7.55	
1674	Garfield	21.93	9.22	
1675	Grand, Pitkin,	22.67	8.72	
1676	Jackson, Lake, Moffatt, Routt	24.07	7.92	
1677	Rio Blanco	23.67	9.22	
1678	Summit	25.88	7.01	
	Mechanic			
1679	Eagle, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	23.31	3.93	
1680	Garfield	19.80	4.20	
	Oiler			
1681	Eagle	23.82	7.62	
1682	Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	24.04	7.77	

General Decision No. CO20260013

The wage and fringe benefits listed below do not reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
	Roller/Compactor (Dirt and Grade Compaction)			
1683	Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Routt	22.72	5.98	
1684	Rio Blanco	23.67	9.22	
1685	Summit	24.38	6.11	
	Rotomill			
1686	Eagle	18.86	4.41	
1687	Garfield, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt	20.70	4.41	
1688	Grand	23.48	4.41	
1689	Summit	16.28	4.41	
1690	Scraper	20.60	7.99	
	Screed			
1691	Eagle	17.04	3.98	
1692	Garfield, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	23.76	5.05	
1693	Grand	23.29	4.05	
1694	Tractor	15.08	2.95	

General Decision No. CO20260013

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Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	TRUCK DRIVER:			
	Distributor			
1695	Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Routt, Summit	19.07	4.35	
1696	Rio Blanco	15.80	5.27	
	Dump Truck			
1697	Eagle	16.17	3.83	
1698	Garfield	16.29	3.83	
1699	Grand, Jackson, Lake, Moffat, Routt	17.79	4.02	
1700	Pitkin	20.13	4.15	
1701	Rio Blanco	17.26	4.63	
1702	Summit	15.27	5.27	
	Lowboy Truck			
1703	Eagle	18.89	4.56	
1704	Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	18.43	4.56	
1705	Mechanic	17.79	3.51	
1706	Multi-Purpose Specialty & Hoisting Truck	14.60	3.49	
1707	Pickup and Pilot Car	14.04	3.49	
1708	Semi-Truck	20.72	0.00	
	Water Truck			
1709	Eagle	23.05	2.90	
1710	Garfield	21.00	5.88	
1711	Grand	21.19	3.01	
1712	Jackson, Lake, Moffatt, Pitkin, Routt, Summit	20.39	3.43	
1713	Rio Blanco	17.25	3.75	

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

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

End of General Decision No. CO20260013

Decision Nos. CO20260014 dated January 9, 2026, supersedes **Decision Nos. CO20250014** dated December 12, 2025.	**Modifications**			**ID**
	MOD Number	**Date**	**Page Number(s)**	
When work within a project is located in two or more counties and the minimum wages and fringe benefits are different for one or more job classifications, the higher minimum wages and fringe benefits shall apply throughout the project.				
General Decision No. CO20260014 applies to the following counties: Larimer, Mesa, and Weld counties.				

General Decision No. CO20260014

The wage and fringe benefits listed below reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR:			
	Drill Rig Caisson			
1714	Smaller than Watson 2500 and similar	35.03	15.20	
1715	Watson 2500 similar or larger	35.41	15.20	
	Oiler			
1716	Weld	35.20	15.20	

General Decision No. CO20260014

The wage and fringe benefits listed below do not reflect collectively bargained rates.

	CARPENTER:			
1717	Excludes Form Work	20.72	5.34	
	Form Work Only			
1718	Larimer, Mesa	18.79	3.67	
1719	Weld	16.54	3.90	
	CEMENT MASON/CONCRETE FINISHER:			
1720	Larimer	16.05	3.00	
1721	Mesa	17.53	3.00	
1722	Weld	17.48	3.00	
	ELECTRICIAN:			
	Excludes Traffic Signalization			
1723	Weld	33.45	7.58	
	Traffic Signalization			
1724	Weld	25.84	6.66	

General Decision No. CO20260014

The wage and fringe benefits listed below do not reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	FENCE ERECTOR:			
1725	Weld	17.46	3.47	
	GUARDRAIL INSTALLER:			
1726	Larimer, Weld	12.89	3.39	
	HIGHWAY/PARKING LOT STRIPING:			
	Painter			
1727	Larimer	14.79	3.98	
1728	Mesa	14.75	3.21	
1729	Weld	14.66	3.21	
	IRONWORKER:			
	Reinforcing (Excludes Guardrail Installation)			
1730	Larimer, Weld	16.69	5.45	
	Structural (Excludes Guardrail Installation)			
1731	Larimer, Weld	18.22	6.01	
	LABORER:			
	Asphalt Raker			
1732	Larimer	18.66	4.66	
1733	Weld	16.72	4.25	
1734	Asphalt Shoveler	21.21	4.25	
1735	Asphalt Spreader	18.58	4.65	
1736	Common or General	16.29	4.25	
1737	Concrete Saw (Hand Held)	16.29	6.14	
1738	Landscape and Irrigation	12.26	3.16	
1739	Mason Tender - Cement/Concrete	16.29	4.25	
	Pipelayer			
1740	Larimer	17.27	3.83	
1741	Mesa, Weld	16.23	3.36	
1742	Traffic Control (Flagger)	9.55	3.05	

General Decision No. CO20260014

The wage and fringe benefits listed below do not reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	LABORER (con't):			
	Traffic Control (Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags), (Excludes Flaggers)			
1743	Larimer, Weld	12.43	3.22	
1744	**PAINTER (Spray Only)**	16.99	2.87	
	POWER EQUIPMENT OPERATOR:			
	Asphalt Laydown			
1745	Larimer	26.75	5.39	
1746	Mesa, Weld	23.93	7.72	
1747	Asphalt Paver	21.50	3.50	
	Asphalt Roller			
1748	Larimer	23.57	3.50	
1749	Mesa	24.25	3.50	
1750	Weld	27.23	3.50	
	Asphalt Spreader			
1751	Larimer	25.88	6.80	
1752	Mesa, Weld	23.66	7.36	
	Backhoe/Trackhoe			
1753	Larimer	21.46	4.85	
1754	Mesa	19.81	6.34	
1755	Weld	20.98	6.33	
	Bobcat/Skid Loader			
1756	Larimer	17.13	4.46	
1757	Mesa, Weld	15.37	4.28	
1758	Boom	22.67	8.72	
	Broom/Sweeper			
1759	Larimer	23.55	6.20	
1760	Mesa	23.38	6.58	
1761	Weld	23.23	6.89	

General Decision No. CO20260014

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Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't):			
	Bulldozer			
1762	Larimer, Weld	22.05	6.23	
1763	Mesa	22.67	8.72	
1764	Crane	26.75	6.16	
	Drill			
1765	Larimer, Weld	31.39	0.00	
1766	Mesa	35.06	0.00	
1767	Forklift	15.91	4.68	
	Grader/Blade			
1768	Larimer	24.82	5.75	
1769	Mesa	23.42	9.22	
1770	Weld	24.53	6.15	
1771	Guardrail/Post Driver	16.07	4.41	
1772	**Loader** (Front End)			
1773	Larimer	20.45	3.50	
1774	Mesa	22.44	9.22	
1775	Weld	23.92	6.67	
	Mechanic			
1776	Larimer	27.68	4.57	
1777	Mesa	25.50	5.38	
1778	Weld	24.67	5.68	
	Oiler			
1779	Larimer	24.16	8.35	
1780	Mesa	23.93	9.22	
	Roller/Compactor (Dirt and Grade Compaction)			
1781	Larimer	23.67	8.22	
1782	Mesa, Weld	21.33	6.99	

General Decision No. CO20260014

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Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
	Rotomill			
1783	Larimer	18.59	4.41	
1784	Weld	16.22	4.41	
	Scraper			
1785	Larimer	21.33	3.50	
1786	Mesa	24.06	4.13	
1787	Weld	30.14	1.40	
	Screed			
1788	Larimer	27.20	5.52	
1789	Mesa	27.24	5.04	
1790	Weld	27.95	3.50	
1791	Tractor	13.13	2.95	
	TRAFFIC SIGNALIZATION:			
	Groundsman			
1792	Larimer	11.44	2.84	
1793	Mesa	16.00	5.85	
1794	Weld	16.93	3.58	
	TRUCK DRIVER:			
	Distributor			
1795	Larimer	19.28	4.89	
1796	Mesa	19.17	4.84	
1797	Weld	20.61	5.27	
	Dump Truck			
1798	Larimer	18.86	3.50	
1799	Mesa	15.27	4.28	
1800	Weld	15.27	5.27	

General Decision No. CO20260014

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Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	TRUCK DRIVER (con't.):			
	Lowboy Truck			
1801	Larimer	18.96	5.30	
1802	Mesa, Weld	18.84	5.17	
1803	Mechanic	26.48	3.50	
	Multi-Purpose Specialty & Hoisting Truck			
1804	Larimer, Mesa	16.65	5.46	
1805	Weld	16.87	5.56	
1806	Pickup and Pilot Car	13.93	3.68	
1807	Semi/Trailer Truck	18.39	4.13	
1808	Truck Mounted Attenuator	12.43	3.22	
	Water Truck			
1809	Larimer	19.14	4.99	
1810	Mesa	15.96	5.27	
1811	Weld	19.28	5.04	

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End of General Decision No. CO20260014

Required Contract Statements
Federal American Rescue Plan ACT / State and Local Fiscal Recovery Funds (ARPA /SLFRF) Construction Contracts

The Contractor shall insert the following statements in each construction contract, subcontract and purchase order funded with Federal American Rescue Plan Act / State and Local Fiscal Recovery Funds (a.k.a."ARPA/SLFRF").

- *On this construction project, in accordance with 2 CFR 200.322 - Domestic preference for procurements, to the greatest extent practicable, a preference is indicated for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).*

- *The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.*

The Contractor shall further require the inclusion of these statements in all lower-tier subcontracts.

1
Special Construction Requirements
Fire Protection Plan

(a) *Fire Protection Plan*. Prior to start of work, the Contractor shall submit a Fire Control Plan in writing to the Engineer for approval. The plan shall include the following:

(1) The name and contact information of a Fire Control Coordinator who shall be assigned to the project.

(2) A list of numbers to call in case of a fire, including 911 (or the equivalent in the area).

(3) A complete list, including storage locations, of all tools and equipment the Contractor will use in the event of a fire within project limits.

(4) Methods that will be employed if a fire is encountered or started during construction activities within the project limits.

(5) Specific fire prevention precautions, and the required firefighting equipment, for every activity which has the potential for starting a fire. At a minimum the plan shall address prevention planning related to use of heavy equipment, vehicles, hand tools, storage and parking areas.

(6) Specific precautions for fueling operations.

(7) Provisions for field safety meetings. The Contractor shall conduct field safety meetings (also known as toolbox or tailgate meetings) at least once per week. The Contractor shall encourage participation by all persons working at the project site. Participants shall discuss specific fire prevention precautions for construction activities.

(b) *Equipment and Procedures*.

(1) Fire Boxes. Fire boxes shall contain tools and equipment that shall be used exclusively for controlling or suppressing fires which occur due to construction activities on project sites. Each fire box shall contain, as a minimum, the following:

(1) five round-pointed shovels,
(2) two double-bitted axes,
(3) three pulaskis or mattocks, and
(4) two backpack pumps

(2) Welding. If welding at field locations is required, the welding shall be done at a location where all flammable material has been cleared away for a distance of 16 feet around the area.

(3) Spark Arrestors. All diesel and gasoline powered engines, both mobile and stationary, shall be equipped with serviceable spark arrestors.

(4) Power Saws. Each gasoline power saw shall be provided with a spark screen and a muffler in good condition. Spill-proof metal safety cans shall be used for refueling.

(5) Storage and Parking Areas. Batch plant areas, equipment service areas, parking areas, gas and oil drum storage areas, and explosive storage areas shall be cleared of all flammable materials for a distance of 50 feet. Small stationary engine sites shall be cleared of all flammable material for distance of 17 feet. Other mitigation methods may be used as approved by the Engineer.

(c) *Fire Control Coordinator Responsibilities.* The Fire Control Coordinator shall:

(1) Implement the Fire Control Plan.

(2) Monitor, manage, and adjust the Fire Control Plan as needed as construction work progresses.

(3) Document in a letter to the Engineer changes to the Fire Control Plan.

(4) Immediately contact firefighting authorities when a fire is started due to construction activities within project limits.

(5) Coordinate fire control and suppression activities until authorities arrive, including the evacuation of staff.

(6) When the Fire Control Coordinator cannot be on the project site, he shall designate a person who is on site to serve as the Fire Control Coordinator. The Fire Control Coordinator, or his designee, shall be on site at all times that work is being performed.

(d) *Costs.* All costs associated with the preparation and implementation of the Plan and compliance with all fire protection provisions and requirements will not be measured and paid for separately, but shall be included in the work.