



## **INVITATION FOR BID**

Construction

**B24-T025JD**

Date issued: February 9, 2024

# **AIRPORT ROAD TO ACADEMY LOOP DRIVE PROJECT**

**THE CITY OF COLORADO SPRINGS**

**CDOT Project No: STU M240-154**

**CDOT Project Code: 19809**

**CDOT Project Name: CO Springs Airport to Academy  
Loop**

**The City of Colorado Springs hereby solicits Fixed Unit Price (FUP) Bids, as detailed in this Invitation For Bids (IFB), for Airport Road to Academy Loop Drive Project**

**This IFB is posted to BidNet Direct and the City of Colorado Springs' Procurement Services Website. It is available for all vendors free of charge, following free registration, at the BidNet Direct website.**

**SUBMITTALS FOR THIS PROJECT WILL ONLY BE ACCEPTED ON THE BIDNET DIRECT PLATFORM.**

**Please login to the following website to register (Free Registration) to submit a bid for this project. All required documents will be uploaded to the BidNet website. The City of Colorado Springs belongs to BidNet's Rocky Mountain e-Purchasing Group within BidNet.**

**<https://www.bidnetdirect.com/>**

**BIDNET Direct Support**

**800-835-4603**

**Estimated Project Magnitude: \$400,000.00 – \$500,000.00**

## SECTION I – BID INFORMATION

### 1.0 BID INFORMATION

Section I provides general information to potential Bidders, such as bid submission instructions and other similar administrative elements. This Invitation for Bid (IFB) is available on BidNet ([www.bidnetdirect.com](http://www.bidnetdirect.com)). All addenda or amendments shall be issued through BidNet and may not be available through any other source.

### 1.1 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term “City” means the City of Colorado Springs.

The term “Contractor” or “Consultant” means the Bidder whose offer is accepted and is awarded the contract to provide the products or services specified in the IFB.

The term “Offer” or “Bid” means a bid submitted in response to this IFB.

The term “Offeror” or “Bidder” means the person, firm, or corporation that submits a formal bid or offer and that may or may not be successful in being awarded the contract.

The term “Project” refers to AIRPORT ROAD TO ACADEMY LOOP DRIVE PROJECT.

The term “Invitation for Bid” or “IFB” means this solicitation of formal, competitive, sealed bids from prospective bidders in which the intent is to award a contract to the resultant lowest responsible and responsive bidder.

### 1.2 BID ISSUE DATE

Invitation for Bid (IFB) Number B24-T025JD is being issued and posted on [www.bidnetdirect.com](http://www.bidnetdirect.com) on February 9, 2024.

### 1.3 SUBMISSION OF BIDS

- A. Bids are to be submitted electronically on BidNet Direct ([www.bidnetdirect.com](http://www.bidnetdirect.com)). Please review the submission requirements **well in advance** of submission date and time, and allow for ample time to upload each required document. It is recommended that Offerors begin the submission process at least one (1) day in advance of the proposal deadline.

Offerors are solely responsible to ensure all required bid documents are uploaded and submitted correctly, and that a **confirmation number** is obtained upon successful submission. Customer support for BidNet Direct may be reached at (800) 835-4603.

- B. Bids shall be received on or before: March 8, 2024, 2:00PM MST. A public opening will be held via Microsoft Teams at that time. Web access and dial in information is below:

## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 210 028 848 194

Passcode: 7mMsPL

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 720-617-3426,,989590487#](#) United States, Denver

Phone Conference ID: 989 590 487#

[Find a local number](#) | [Reset PIN](#)

- C. Bid bond is required if total bid exceeds \$50,000.00. (Also see 1.22)
- D. The cost of Bid preparation is not a reimbursable cost. Bid preparation shall be at the Bidder's sole expense and is the Bidder's total and sole responsibility.
- E. CDOT forms and submittals shall be submitted as follows:
  - 1. All Bidders must submit the following forms. If these forms are not submitted, the bid will be considered non-responsive and shall be rejected.
    - a. CDOT Form 606 – Anti-Collusion Affidavit
    - b. CDOT Form 1413 – Bidders List
    - c. CDOT Form 1414 – Anticipated DBE Participation Plan

### 1.4 PRE-BID CONFERENCE

A pre-bid meeting will be held via Microsoft Teams on February 15, 2024, 2:00PM MST. This meeting is highly encouraged but not mandatory. Web access and dial in information is below:

## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 285 117 078 451

Passcode: j2mTFE

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 720-617-3426,,56012128#](#) United States, Denver

Phone Conference ID: 560 121 28#

[Find a local number](#) | [Reset PIN](#)



## **1.5 LATE BIDS/LATE MODIFICATIONS OF BIDS**

Bids, withdrawals or modifications of Bids received after the time set for opening, as designated in 1.3 above, are considered "late bids", and will not be accepted by the City, except as provided for in the City of Colorado Springs Procurement Rules and Regulations and approved by the Procurement Services Manager. Bidders are solely responsible for insuring their bids arrive on time and to the place specified in this Invitation for Bid.

## **1.6 MISTAKES IN BIDS - CONFIRMATION OF BID**

If it appears from a review of a Bid that a mistake has been made, the Bidder may be requested to confirm its Bid in writing. Situations in which the confirmation may be requested include obvious, apparent errors on the face of a Bid or a Bid unreasonably lower than the other Bids submitted. All mistakes in Bids will be handled in accordance with the City of Colorado Springs Procurement Rules and Regulations.

## **1.7 PROCUREMENT RULES AND REGULATIONS**

All formal IFBs advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City's Procurement Services Division website at [www.coloradosprings.gov](http://www.coloradosprings.gov). Any discrepancies or conflicting statements, decisions regarding bidding irregularities, or clarifications regarding clauses or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Bidder's responsibility to advise the Contracts Specialist listed in this IFB of any perceived discrepancies, conflicting statements, or problems with clauses or specifications prior to the Bid opening date and time.

## **1.8 MINOR INFORMALITIES/IRREGULARITIES IN BIDS**

- A. A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a Bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other Bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the goods and/or services being acquired.
- B. If the City Procurement Services Division determines that a Bid submitted contains a minor informality or irregularity, then the Procurement Services Manager shall either give the Bidder an opportunity to cure any deficiency resulting from the minor informality or irregularity or waive the deficiency, whichever is to the advantage of the City. In no event will the Bidder be allowed to change the Bid amount. Examples of minor informalities or irregularities include but are not limited to the following:
  - 1. Bidder fails to sign the Bid, but only if the unsigned Bid is accompanied by other material evidence, which indicates the Bidder's intention to be bound by the unsigned Bid (such as Bid security, or signed cover letter which references the Bid Number and amount of Bid).
  - 2. Bidder fails to acknowledge an Amendment, although this may be considered a minor informality only if the Amendment, which was not acknowledged, involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the item or services bid upon.

## **1.9 REJECTION OF BIDS**

The Procurement Services Manager has the authority to reject any Bid based on, but not limited to, the following:

- A. Any Bid that fails to conform to the essential requirements of the Invitation for Bids shall be rejected.
- B. Any Bid that does not conform to the applicable specifications shall be rejected unless the IFB authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the IFB.
- C. A Bid that fails to conform to the specified delivery schedule.
- D. A Bid shall be rejected when the Bidder imposes conditions that would modify requirements of the IFB or limit the Bidder's liability to the City, since to allow the Bidder to impose such conditions would be prejudicial to other Bidders.

For example, Bids shall be rejected in which the Bidder:

- 1. Protects against future changes in conditions, such as increased costs, if total possible costs to the City cannot be determined. This includes failure to completely fill out required bid schedule.
  - 2. Fails to state a price and indicates that price shall be "price in effect at time delivery".
  - 3. States a price but qualifies it as being subject to "price in effect at time of delivery".
  - 4. Takes exceptions to the IFB terms and conditions.
  - 5. Inserts the Bidder's terms and conditions.
  - 6. Limits the rights of the City under any Contract/Invitation for Bid clause.
- E. Any Bid in which the price is considered to be unreasonable or is over budget.
- F. Any Bid if the prices are determined to be unbalanced.
- G. Bids received from any person or contractor that is suspended, debarred, proposed for debarment, or under investigation for fraud, including failure to pay federal, state, local or city taxes.
- H. When a bid guarantee is required and the bidder fails to furnish the guarantee in accordance with the requirements of the IFB.
- I. Low Bids received from bidders who are determined to be non-responsible in accordance with the City's Procurement Rules and Regulations.
- J. Any Bid that was prepared and submitted by a vendor who has been determined by the Procurement Services Manager to have an unfair advantage over other Bidders. Examples of an unfair advantage include, but are not limited to, the following:
  - 1. A previous or prior employee who in the last six (6) months was directly involved in the design or specification preparation of the competed procurement.
  - 2. A vendor who was directly involved in design or specification preparation of the competed project either for pay or voluntarily.

### 1.10 ESTIMATED QUANTITIES

If the Bid Form (Schedule A) herein contains estimated quantities, this provision is applicable. The quantities listed for each of the items in the Bid Form are only estimated quantities. Contractors are required to bid a firm unit price for each item specified. The actual quantities ordered may fluctuate up or down. The unit prices proposed by each Bidder will remain firm and will not be re-negotiated if the estimated quantities are not met or are exceeded. This clause will take precedence over any/all other estimated quantity clauses that conflict with this clause.

For bidding purposes, if there is a conflict between the extended total of an item and the unit price, the unit price shall prevail and be considered as the amount of the Bid. All unit prices shall include all necessary overhead and profit. Items not listed in the Bid Form such as overhead, profit, mobilization, de-mobilization, bonding, etc. shall be distributed throughout the Bidder's Unit Prices for the items listed on the Bid Form.

### 1.11 NUMBER OF COPIES

Bidders shall submit one electronic copy of each required document on the BidNet Direct Procurement Platform ([www.bidnetdirect.com](http://www.bidnetdirect.com)). Upon submission, all Bid documents shall become and remain the property of the City.

### 1.12 IDENTIFICATION OF BID

Bids must be submitted to the BidNet Direct Procurement Platform ([www.bidnetdirect.com](http://www.bidnetdirect.com)). The solicitation number and Offeror name must be clearly marked within the Bid.

Bid No.: B24-T025JD

Due Date and Time: March 8, 2024 2:00PM MST

### 1.13 SALES TAX

The successful Offeror, if awarded a contract, shall apply to the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable and should be included in all bids and proposals. The tax-exempt project number and the exemption certificate only apply to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. In these instances, the purchase or rental is subject to full taxation at the current taxation rate.

The Offeror and all subcontractors shall include in their Offer City of Colorado Springs Sales and Use Tax on the work covered by the offer, and all other applicable taxes. Any increase in applicable sales or use tax occurring after the contract has been let shall be borne by the contractor and not passed through to the City.

Forms and instructions can be downloaded at the City of Colorado Springs Website: <https://coloradosprings.gov/sales-tax/page/additional-sales-tax-forms?mlid=30771>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or [Construction\\_SalesTax@ColoradoSprings.gov](mailto:Construction_SalesTax@ColoradoSprings.gov).

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

#### **1.14 PREPARATION OF BID OFFER**

- A. Bidders are expected to examine the drawings, specifications, bid documents, proposed contract forms, terms and conditions, and all other instructions and solicitation documents. Bidders are expected to visit the jobsite to determine all requirements and conditions that will affect the work. Failure to do so will not relieve a Bidder from their responsibility to know what is contained in this Invitation for Bid, or site conditions affecting the work.
- B. The Bidder certifies that it has checked all of its figures and understands that the City will not be responsible for any errors or omissions on the part of the Bidders in preparing its Bid.
- C. All items, (unless the invitation specifically states otherwise) including any additive or deductive alternates on the Bid Form, must be completely filled out or the Bid will be determined non-responsive and ineligible for consideration for award.
- D. The Bidder declares that the person or persons signing this Bid is/are authorized to sign on behalf of the firm listed and to fully bind the Bidder to all the requirements of the IFB.
- E. The Bidder certifies that no person or firm other than the Bidder or as otherwise indicated has any interest whatsoever in the Bid or the contract that may be entered into as a result of the Bid and that in all respects the Bid is legal and firm, submitted in good faith without collusion or fraud.
- F. By submitting a Bid, the Bidder certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this Bid. Bidders are expected to review the City's Procurement Rules and Regulations, which will be used when determining whether a Bidder is responsive and responsible and awarding contracts in the best interest of the City.
- G. If there is a discrepancy between the unit price and the total price, the unit price shall be used to determine the applicable total price. Bidders are responsible for including profit and overhead associated with the project when determining their unit prices.

#### **1.15 BASIS OF AWARD**

- A. The City of Colorado Springs intends to award a contract to the lowest responsive and responsible Bidder whose Bid meets the requirements and the criteria set forth in the Invitation for Bids and is determined to be in the best interest of the City.
- B. The City reserves the right to reject any or all Bids and to waive informalities and/or irregularities in a Bid. Whether or not a contract is awarded as a result of this Invitation for Bid, as stated above, Bid preparation costs are not reimbursable.
- C. Total Bid will be evaluated and awarded as follows: It is the City's intent to award this bid based on the TOTAL BASE BID, not on a line item by line item basis.

### **1.16 PERIOD OF ACCEPTANCE**

The Bidder agrees that its Bid shall remain open for acceptance by the City for a period of sixty (60) calendar days from the date specified in the IFB for receipt of Bids.

### **1.17 CONTRACT AWARD**

The signature of the Bidder indicates that within ten (10) calendar days from acceptance of its Bid, it will execute a contract with the City and, if indicated in this IFB, furnish a project specific Certificate of Insurance naming the City as Additional Insured, furnish Performance, Labor and Materials, Payment and Maintenance Bonds and any other documents required by the Specifications or Contract Documents.

### **1.18 NOTICE TO PROCEED**

Work may not start under any awarded contract until a written notice to proceed is issued by the City. The City may issue the Notice to Proceed any time after the contract is signed and, if required, insurance and bonds have been provided in accordance with 1.22 below.

### **1.19 AMENDMENTS TO THE SOLICITATION**

Amendments are also referred to as addendum or addenda; and these terms shall be considered synonymous. It is the Bidder's responsibility to contact the Contracts Specialist listed in 1.21 below to confirm the number of Amendments which have been issued.

- A. If this solicitation is amended, then all specifications, terms and conditions, which are not specifically amended, remain unchanged.
- B. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment and by identifying the amendment number and date in the space provided on the form for submitting a Bid.
- C. Acknowledged amendments must be received prior to Bid opening. Bidders are encouraged to include signed addenda or initialed acknowledgment with returned Bids.

### **1.20 EXPLANATIONS TO PROSPECTIVE OFFERORS**

Any prospective Bidder desiring an explanation or interpretation of the IFB documents, drawings, specifications, etc., must request it in writing within ten days of the Bid due date to allow enough time for a reply to reach all prospective offerors before the time for submission of offers. Oral explanations or instructions given before the opening of Bids will not be binding. Any information provided to a prospective Bidder during the Bid preparation stage will be promptly furnished to all other prospective Bidders as an amendment to the solicitation, if that information is necessary in submitting Bids or if the lack of it would be prejudicial to other prospective Bidders.

### **1.21 QUESTIONS AND OTHER REQUESTS FOR INFORMATION**

All questions shall be submitted electronically via the BidNet Direct Procurement Platform ([www.bidnetdirect.com](http://www.bidnetdirect.com)) to the following Contract Specialist. All questions must be received no later than **February 22, 2024 1:00PM MST.**

Requests for Information shall be directed to:

Jennifer Davis

[Jennifer.Davis@coloradosprings.gov](mailto:Jennifer.Davis@coloradosprings.gov)

DO NOT CONTACT ANY OTHER INDIVIDUAL AT THE CITY OF COLORADO SPRINGS  
REGARDING THIS SOLICITATION.

## **1.22 SECURITY REQUIREMENTS**

### **A. Bid Security**

1. If the total amount of the accumulative Bid is more than \$50,000, or a bond is required elsewhere in this IFB, the Bidder is required to furnish with their Bid a bid security in the form of a bank certified check, bank cashier's check or a one-time bid bond underwritten by a company licensed to issue bonds in the State of Colorado and acceptable to the City in an amount equal to at least 5% of the total amount of the Bid payable without condition to the City.
2. The Bid security shall guarantee that the Bid will not be withdrawn or modified for a period of sixty (60) calendar days after the time set for the receipt of Bids, and, if the Bid is accepted within those sixty (60) calendar days, that the person, firm or corporation submitting same shall within ten (10) calendar days after being notified of the acceptance of its Bid, enter into a Contract and furnish the required bonds and all insurance certificates called for under this Invitation for Bid.
3. The Bid bonds of unsuccessful Bidders will not be returned to the respective Bidders unless a self-addressed, stamped envelope is provided along with a written request for bid bond return. However, if a certified check or a cashier's check is submitted as Bid security, it will be returned as soon as possible after the lowest responsive and responsible Bidder is determined and a contract is executed.
4. In the event the Bidder whose Bid is accepted fails to enter into the contract and/or furnish the required contract bonds, its certified check, cashier's check or bid bond will be forfeited in full to the City.

### **B. Performance, Labor and Materials Payment, and Maintenance Bonds**

1. For contracts in excess of \$50,000, the Contractor shall furnish to the City each of the following: a Performance Bond, a Labor and Materials Payment Bond, and a Maintenance Bond. Each such bond shall be in the amount of one hundred percent (100%) of the contract price. Bonds shall be submitted within ten (10) calendar days after notification of award of a Contract. The cost of all bonds shall be included in Contractor's Bid.
2. Bonds shall:
  - a. Be for the full amount of the Contract price.
  - b. Guarantee the Contractor's faithful performance of the work under the Contract, and the prompt and full payment for all labor and materials involved therein.
  - c. Guarantee protection to the City against liens of any kind.
  - d. Be from a surety company operating lawfully in the state of Colorado and accompanied by an acceptable "Power-of-Attorney" form attached to each bond copy.
  - e. Be issued from a surety company that is acceptable to the City.
  - f. Be submitted using the forms in the Exhibit section of this IFB or such forms as are approved by the City Attorney's Office.

### **1.23 SPECIFICATIONS AND DRAWINGS**

No Fee solicitations: Specifications and Drawings are normally included in the IFB. If Specifications and Drawings are too large to be included in the IFB, all interested Bidders may obtain one copy of the Project Specifications and a set of the Project Drawings for use in preparing Bids from the City Procurement Services Division office. If the Bidder requires additional sets, it is the Bidder's responsibility to duplicate any additional copies, at its own expense.

### **1.24 TYPE OF CONTRACT**

As a result of this Invitation for Bids, it is the City's intention to award a fixed unit price Contract based on the prices offered by the lowest responsive and responsible bidder. Contract prices shall remain firm and fixed throughout the Contract performance period.

### **1.25 F.O.B. DESTINATION**

Unless otherwise specified in the Invitation for Bid, all goods, materials, supplies, equipment or services covered by this IFB shall be delivered F.O.B. Destination shall be the location indicated in the awarded Contract or Purchase Order.

### **1.26 BID RESULTS**

The City does not mail Bid results or tabulations. However, Bid tabulations are posted and can be downloaded from BidNet. Bidders submitting Bids in response to this solicitation may also request the Bid tabulation for this solicitation via email to the Contracts Specialist indicated as the point of contact for this solicitation.

### **1.27 APPROPRIATION OF FUNDS**

- A. In the event funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this IFB, or appropriated funds may not be expended due the City Charter spending limitations, then the City, without compensation to Bidders, may terminate or cancel this IFB or not award any contracts under this IFB.
- B. In accordance with the Colorado Constitution and City Charter, performance of the City's obligations under any resultant Contract will be expressly subject to appropriations of funds by the City Council, and, in the event the budget or other means of appropriation for any year of the Contract fails to provide funds in sufficient amounts to discharge such obligations, such failure (i) shall act to terminate the Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of the Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

### **1.28 PERIOD OF PERFORMANCE**

The Contractor shall complete all work by **December 31, 2024**. The Contractor shall start work promptly after receipt of the Notice to Proceed and Pre-Construction Meeting and continue to work diligently until all work is completed and accepted by the City.

## **1.29 FUNDING**

This project is being funded by a Federal grant and the City of Colorado Springs.

## **1.30 DAVIS BACON WAGES**

Davis Bacon wages apply to this solicitation.

## **1.31 DBE GOAL**

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

**0% DBE Participation**

## **1.32 ON THE JOB TRAINING**

This project shall meet the CDOT OJT Standard Special Provisions and the Bidder shall meet the following OJT goal:

**0 Hours on the job training**

## **1.33 BID DOCUMENTS**

The following comprise this Invitation for Bid.

Schedule A – Bid Form  
Schedule B – General Construction Terms and Conditions  
Schedule C – Special Contract Terms and Conditions  
Schedule D – Project Special Provisions  
Schedule E – CDOT Special Provisions  
Schedule F – Clauses for Contracts Subject to Federal Requirements  
Schedule G – Davis Bacon Wages  
Schedule H – PPRTA Special Provisions  
Schedule I – Scope of Work  
Schedule J – Construction Plans  
Schedule K – Minimum Insurance Requirements  
Schedule L – CDOT's Standard Specifications Revision of Sections 101 and 106  
Schedule M - Exhibits

The following listed documents must be included with your Bid in order for your Bid submittal to be considered responsive.

**Schedule A – Bid Form**  
**Schedule K – Minimum Insurance Requirements Form**  
**Exhibit 3 – Qualification Statement**  
**Exhibit 4 – Bid Certification and Representations and Certifications**  
**Exhibit 5 – Bid Bond if applicable (see 1.23)**  
**Exhibit 6 – Federal Forms**  
**Exhibit 7 – CDOT Forms**  
**Acknowledged Addenda, if issued**



## **SECTION II – SCHEDULES**

Schedule A – Bid Form  
Schedule B – General Construction Terms and Conditions  
Schedule C – Special Contract Terms and Conditions  
Schedule D – Project Special Provisions  
Schedule E – CDOT Special Provisions  
Schedule F – Clauses for Contracts Subject to Federal Requirements  
Schedule G – Davis Bacon Wages  
Schedule H – PPRTA Special Provisions  
Schedule I – Scope of Work  
Schedule J – Construction Plans  
Schedule K – Minimum Insurance Requirements  
Schedule L – CDOT's Standard Specifications Revision of Sections 101 and 106  
Schedule M - Exhibits

**SCHEDULE A – BID FORM**

**PLEASE SUBMIT SCHEDULE A PRICE SHEET IN EXCEL FORMAT AND COMPLETE  
BIDNET TOTAL PRICE.**

## Schedule A - Bid Form

### Airport Road to Academy Loop Drive (B24-T025JD)

Item No	Description	Quantity	Unit	Unit Price	Total
1	MOBILIZATION	1	LS	\$0.00	\$0.00
2	SANITARY FACILITY (TRAILER)	1	LS	\$0.00	\$0.00
3	CLEARING AND GRUBBING	1	LS	\$0.00	\$0.00
4	EROSION AND STORMWATER QUALITY CONTROL	1	LS	\$0.00	\$0.00
5	REMOVAL OF SIDEWALK	160	SF	\$0.00	\$0.00
6	REMOVAL OF CURB AND GUTTER	194	LF	\$0.00	\$0.00
7	REMOVAL OF CONCRETE PAVEMENT	57	SY	\$0.00	\$0.00
8	REMOVAL OF ASPHALT MAT	311	SY	\$0.00	\$0.00
9	REMOVAL OF PAVEMENT MARKINGS	1850	LF	\$0.00	\$0.00
10	REMOVAL OF WALL	91	LF	\$0.00	\$0.00
11	RESET SIGN POST	4	EA	\$0.00	\$0.00
12	WILDLIFE BIOLOGIST	0	HR	\$0.00	\$0.00
13	REMOVAL OF NESTS	0	HR	\$0.00	\$0.00
14	AGGREGATE BASE COURSE (CLASS 6)	32	CY	\$0.00	\$0.00
15	HOT MIX ASPHALT (PATCHING) 6"	116	SY	\$0.00	\$0.00
16	CONCRETE PAVEMENT (6-INCH)	135	SY	\$0.00	\$0.00
17	RETAINING WALL	90	SF	\$0.00	\$0.00
18	CONCRETE SIDEWALK (4-INCH)	18	SY	\$0.00	\$0.00
19	CURB & GUTTER TYPE 3 (CITY OF COS)	330	LF	\$0.00	\$0.00
20	CONCRETE COVER MATERIAL (COLORED, PATTERNED)	1510	SF	\$0.00	\$0.00
21	CONSTRUCTION SURVEYING	1	LS	\$0.00	\$0.00
22	THERMOPLASTIC PAVEMENT MARKING (SYMBOL)	80	SF	\$0.00	\$0.00
23	EPOXY PAVEMENT MARKING (WHITE & YELLOW)	2000	SF	\$0.00	\$0.00
24	TRAFFIC CONTROL	1	LS	\$0.00	\$0.00
25	CONCRETE WASHOUT STRUCTURE	1	EA	\$0.00	\$0.00
26	UNCLASSIFIED EXCAVATION	20	CY	\$0.00	\$0.00
				<b>TOTAL</b>	<b>\$0.00</b>

## **SCHEDULE B – GENERAL CONSTRUCTION TERMS AND CONDITIONS**

Schedule B -- General Construction Terms and Conditions, Version 100316 are hereby incorporated by reference, with the same force and effect as if they were given in full text. Upon request, the City will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.coloradosprings.gov/finance/page/procurement-regulations-and-documents>

The referenced General Construction Terms and Conditions will be incorporated in the resultant Contract.

## **SCHEDULE C – SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS**

In addition to the special contract terms and conditions listed below, the City's sample contract (see Exhibit 1) contains contract terms and conditions.

### **ADA STANDARDS**

It is a requirement of the City and required by law that any new or renovated facility meet the scoping and technical requirements of the 2010 ADA Standards for newly designed and constructed or altered local government facilities, public accommodations, and facilities. The selected Design Professional shall design the project so it both conforms to the 2010 ADA Standards, as applicable and as amended, and is readily accessible to and usable by individuals with disabilities. The selected Contractor shall build the project so it both conforms to the 2010 ADA Standards, as applicable and as amended, and is readily accessible to and usable by individuals with disabilities. Facilities that are designed, constructed, and/or altered facilities that meet or exceed the IBC 2015/ANSI A117.1 2009, used by Pikes Peak Regional Building Department, will be accepted as meeting or exceeding the 2010 ADA Standards.

**SCHEDULE D – PROJECT SPECIAL PROVISIONS**  
**FOLLOWS THIS PAGE**

## **SCHEDULE D - PROJECT SPECIAL PROVISIONS**

### **South Academy Boulevard Improvements: Airport Road to Academy Loop Drive Project**

The City of Colorado Springs Standard Specifications control construction of this project.

The following Standard Construction Specifications take precedence over City Standard Specifications and/or Plans:

- The Pikes Peak Region Asphalt Specifications, latest version, shall control construction of HMA.
- The Standards Specifications for Colorado Springs Utilities are included in the Colorado Springs Utilities Line Extension and Service Standards (LESS) and shall control for Electric, Natural Gas, Water and Wastewater, and are available for downloading from CSU's website.

The following special provisions supplement or modify the Standard Specifications and take precedence over the City Standard Specifications:

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## **SUPPLEMENTAL SPECIFICATIONS**

**(Sections referenced in parenthetical text are adapted from CDOT  
Standard Specifications and/or Colorado Springs when prefixed with COS)**

The following specifications and provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications.

**Interpretation of Quantities in Proposal Form (102.03):** Except as otherwise provided in this subsection and the method of measurement for individual items, the quantities appearing in the proposal form are estimates prepared for the comparison of proposals. Payment to the Contractor will be made in accordance with the following procedures:

- (a) *Measurement required.* When the Contract requires measurement of work performed or material furnished, payment will be made for actual quantities measured and accepted.
- (b) *Measurement Not Required.* When the Contract does not require quantities of work performed or materials furnished to be measured, payment will be made for the quantities appearing in the Contract.

The estimated quantities of work to be performed and materials to be furnished may be increased, decreased or omitted.

**Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions (105.09):**

These specifications, the supplemental specifications, the plans, special provisions, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy the order of precedence is as follows:

- (a) Supplemental Provisions and Project Special Provisions
- (b) Detailed Construction Plans
- (c) Standard Specifications: City of Colorado Springs Engineering and CSU LESS Manuals
- (d) Standard Plans (City Standard Details)
- (e) City of Colorado Springs General Provisions, Contract Schedule B
- (f) Colorado Department of Transportation Standard Specifications

The Contractor shall not take advantage of any apparent error or omission in the Contract. If the Contractor discovers an error or omission, the Engineer shall immediately be notified. The Engineer will make corrections and interpretations as necessary to fulfill the intent of the Contract.

**Buy America Requirements (106.11) & (COS 107.25):** In addition to the requirements in the City of Colorado Springs General Construction Terms and Conditions, §107.25, the Contractor shall comply with the 'Buy America' project special provision and the CDOT Revised Standard Specification contained herein. The Contractor shall maintain a document summarizing the date and quantity of all 'Buy America' eligible material delivered to the project. The document shall show the pay item, quantity of material delivered to the project, along with the quantity of material installed by the cutoff date for the monthly progress payment. The document shall include the standard certification statement presented in the CDOT Standard, §106.12. Monthly payment applications will not be processed until the document has been provided to the Engineer.

**Subletting of Contract (108.01):** The Contractor shall not sublet, sell, transfer, assign, or dispose of the



Contract or Contracts, or any portion thereof without written permission of the Engineer. Before beginning any work by the subcontractor, the Contractor shall request permission from the Engineer by submitting a completed Sublet Permit Application, CDOT Form. 205, via the B2GNow software system. The subcontracted work shall not begin until the Contractor has received the Engineer's written permission. The Contractor shall make all project-related written subcontracts, agreements, and purchase orders available to the Engineer for viewing, upon request, and at a location convenient to the Engineer.

All firms that the contractor will be subletting a portion of the contract shall have an account created in the B2GNow software system. If the firm does not have an account created, approval of the form 205 may be withheld.

The Contractor will be permitted to sublet a portion of the Contract. However, the Contractor's organization shall perform work amounting to 30 percent or more of the total original contract amount. Any items designated in the Contract as "specialty items" may be performed by subcontract. The cost of "specialty items" so performed by subcontract may be deducted from the total original contract amount before computing the amount of work required to be performed by the Contractor's own organization. The original contract amount includes the cost of material and manufactured products which are to be purchased or produced by the Contractor and the actual agreement amounts between the Contractor and a subcontractor. The proportional value of a subcontracted partial contract item will be verified by the Engineer. When a firm both sells material to a prime contractor and performs the work of incorporating the materials into the project, these two phases shall be considered in combination and as constituting a single subcontract. The calculation of the percentage of subcontracted work shall be based on subcontract unit prices. Subcontracts or transfer of Contract shall not release the Contractor of liability under the Contract and Bond.

Prior to commencement of work by any subcontractor, a draft copy of the ST-17 COS Int and a preliminary list of materials to be purchased by the subcontractor shall be provided to the Engineer. Upon completion of the subcontractor's work on the Project, a FINAL Form ST-17 COS Int and a completed invoice summary sheet shall be provided to the Engineer. Retainage from the Contractor will be withheld until the Sales Tax Certificate is issued from the City Sales Tax Office regardless of the City's publication for "Notice of Final Settlement."

**Eliminated Items (109.05):** Should any items contained in the Contract be found unnecessary for the proper completion of the work, the Engineer will notify the Contractor in writing, in the form of a Minor Contract Revision (MCR), to eliminate the item. Such action will not invalidate the Contract. The Contractor will be reimbursed for actual work done and all costs incurred, including mobilization of materials and equipment prior to the elimination of the items.

**Partial Payments (109.06):** Partial payments will be made once each month as the work progresses when the Contractor is performing satisfactorily under the Contract. Payments will be based upon progress estimates prepared by the Engineer for the value of work performed and materials placed in accordance with the Contract. The amount of the progress estimate paid to the Contractor will be subject to the following:

- (a) *Amount Retained.* The City will make a deduction from the progress estimate, pursuant to Section 24-91-103, CRS. The amount to be retained will be 5 percent of the value of the

completed work, exclusive of mobilization. The amount retained will be in effect until such time as final payment is made. At the sole discretion of the Engineer, a portion of the retainage, not to exceed 2.5 percent, may be released. Upon completion and acceptance of the project, after the project quantities are finalized, and the Contractor has submitted the necessary forms, the Engineer may make reduction in the amount retained.

- (b) *Subcontractor and Supplier Claims.* In addition to a standard amount retained, the City will withhold funds for all claims against the Contractor filed by subcontractors and suppliers, pursuant to Sections 38-26-107 and 24-91-103, CRS.
- (c) *Prompt Payment.* The Contractor shall pay subcontractors and suppliers for all work which has been satisfactorily completed within seven calendar days after receiving payment for that work from the City. For the purpose of this section only, work shall be considered satisfactorily complete when the City has made payment for the work. The Contractor shall ensure that all subcontractors and suppliers at every tier are promptly paid. Following the first progress payment, the Contractor shall submit a monthly payment summary form (CDOT Form 1418 or as provided by the City) to show payments due/made to subcontractors and suppliers. The statement of declaration "*under penalty of perjury*" must be signed. If the Contractor or subcontractor fails to comply with this provision, the Engineer will not authorize further progress payment for work performed directly by the Contractor or the noncompliant subcontractor until the required payments have been made. The Engineer will continue to authorize progress payments for work performed by compliant subcontractors.

South Academy Boulevard Improvements: Airport Road  
to Academy Loop Drive Project Special Provisions  
November 6, 2023

Project No. STU M240-154  
Project Code: 19809  
Colorado Springs, CO

#### **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.

**All questions related to this Invitation for Bid (IFB) must be directed to  
Michael Zeller, Contract Specialist, Contract Services Division,  
Phone: (719) 385-5264  
e-mail: [Michael.Zeller@coloradosprings.gov](mailto:Michael.Zeller@coloradosprings.gov)**

### COMMENCEMENT AND COMPLETION OF WORK

The Commencement date shall be determined by the Contractor and coordinated with the Engineer to be included in the 'Notice to Proceed to Construction.' The Contractor shall complete all work within **60 working days in accordance with the 'Notice to Proceed to Construction'**. Time count suspensions will be negotiated based on contractor availability, material availability.

Prior to the pre-construction meeting, the Contractor shall provide the following information:

1. Preliminary schedule showing project completion with the allowable time.
2. Anticipated drawdown schedule (for use in negotiating periodic payments for LS pay items).
3. Names and contact information for Contractor's primary personnel for both field and office.
4. Copies of relevant permits.
5. A list of anticipated sub-contractors with contact information.
6. A list of anticipated material suppliers.
7. QC Testing firm and QC Plan

Salient features to be included in the preliminary project schedule are:

1. Implementation of Erosion and Stormwater Quality Best Management Practices.
2. Traffic Control Plan / Method(s) of Handling Traffic.
3. Curb and gutter, median and bus stop pad construction.
4. Punch list

Working hours shall be restricted to a 10 hour period between the hours of 7am – 7pm, Monday through Friday unless otherwise approved by the Engineer. Work weeks will generally be limited to 40 hours / week unless approved by the Engineer in advance.

Work on Saturdays and/or Sundays may be allowed to accommodate work on Academy Boulevard during non-peak days. The request must be made by end of business on the preceding Wednesday and must be approved by the Engineer in writing. Requests made after Wednesday will be considered for the Saturday of the following week

## **PERMITS AND LICENSES**

The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Contract.

Prior to beginning work the Contractor shall furnish the Engineer a written list of all permits required for the proper completion of the Contract. The list shall clearly identify the type of permit or permits that must be obtained before work on any particular phase of phases of work can be started. Copies of the fully executed permits shall be furnished to the Engineer upon request.

Contractor obtained permits known to be required in the Project include:

1. Excavation Permit, City of Colorado Springs Public Works
2. Concrete Permit, City of Colorado Springs Public Works
3. Traffic Control Permit, City of Colorado Springs Public Works

Permit fees will be waived for permits issued by the Public Works Department.

The Contractor shall be responsible to investigate and assess the requirements for any additional permits required by the Project. These permits shall be obtained by the Contractor at no cost to the Project.

At times, the Contractor may choose to enter into a private agreement(s) with a property owner for purposes related to the Project. Copies of all agreements shall be provided to the Engineer.

### **PAYMENT OF CITY SALES AND USE TAX**

The Contractor shall familiarize themselves with the following documentation regarding requirements to pay the City Sales Tax:

- The section in the terms of the Contract entitled 'Sales Tax',
- Supplemental Provision entitled 'Subletting of Contract',
- City of Colorado Springs Tax Guide, Topic No. 113 for Construction Contractors, and
- Sales Tax form , ST-17, and ST-17 Instructions.

Final payment and release of retainage will be withheld until the Contractor has acquired the Tax Paid Certificate from the City of Colorado Springs Sales Tax Office.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT GOAL**

This is a federally-assisted construction project with oversight provided by the Colorado Department of Transportation. CDOT has determined that Underutilized Disadvantaged Business Enterprises (UDBEs) will participate by contracting for a part of the work of this Contract. The contract goal for participation in this Contract by certified DBEs who have been determined to be underutilized has been established as follows:

**0%**

### **ON THE JOB TRAINING CONTRACT GOAL**

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

Minimum number of On the Job Training required:

**0 hours.**



### **SURVEY STAKING**

Lines and grades shall be established by the Contractor in the field to meet the minimum and maximum tolerances as described in these specifications and to match existing conditions as soon as is practical.

### **SUPPLIER LIST**

Prior to beginning any work on the project, the Contractor shall submit to the Engineer a completed CDOT Form 1425, Supplier List documenting all companies providing \$10,000 or more of supplies or materials directly to the Contractor for the project. This list shall not include companies also responsible for the installation of the supplies or materials. During the performance of the project, the Contractor shall submit an updated Form 1425 if one or more of these companies change.

The Contractor shall require each subcontractor to submit a Form 1425 listing all companies providing \$10,000 or more of supplies or materials to the subcontractor. The Contractor shall submit the subcontractor's Form 1425 with Form 205.

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

### BUY AMERICA REQUIREMENT

**106.12 Certificates of Compliance.** The Contract will designate products and assemblies that can be incorporated in the work, if accompanied by Certificates of Compliance. Each certificate shall include:

- (1.) The Department's project number.
- (2.) Manufacturer's name.
- (3.) Address of manufacturing facility.
- (4.) Laboratory name & address.
- (5.) Name of product or assembly.
- (6.) Complete description of the material.
- (7.) Model, catalog, stock no. (if applicable).
- (8.) Lot, heat, or batch number identifying the material delivered.
- (9.) Date(s) of the laboratory testing.
- (10.) Listing of all applicable specifications required by the Department for this particular product or assembly. Certificates shall reference the actual tests conducted on samples taken from the same lot, heat, or batch, and shall include a statement that the product or assembly to be incorporated into the project was fabricated in accordance with and meets the applicable specifications.
- (11.) The following certification, signed by a person having legal authority to act for the Contractor:

I hereby certify under penalty of perjury that the material listed in this Certificate of Compliance represents _____ (quantity and units) of pay item _____ (pay item number and Description) that will be installed on project number _____.	
_____ Contractor	_____ Date

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

Each product or assembly delivered to the project must contain the lot, heat, or batch number identical to that on the accompanying Certificate of Compliance.

Products or assemblies furnished on the basis of Certificates of Compliance may be sampled and tested by the Department and if determined not to meet the applicable specifications will be rejected or accepted according to CDOT Standard Specification subsection 105.03.

**106.13 Certified Test Report.** The Contract will designate products and assemblies that can be incorporated in the work if accompanied by Certified Test Reports. Each report shall include:

- (1.) The Department's project number.
- (2.) Manufacturer's name.
- (3.) Address of manufacturing facility.
- (4.) Laboratory name & address.
- (5.) Name of product or assembly.
- (6.) Complete description of the material.
- (7.) Model, catalog, stock no. (if applicable).
- (8.) Lot, heat, or batch number identifying the material delivered.
- (9.) Date(s) of the laboratory testing.
- (10.) All test results are required to verify that the material furnished conforms to all applicable Department specifications. Test results shall be from tests conducted on samples taken from the same lot, heat, or batch.
- (11.) The following certification, signed by a person having legal authority to act for the Contractor:

I hereby certify under penalty of perjury that the material listed in this Certified Test Report represents _____ (quantity and units) of pay item _____ (pay item number and Description) that will be installed on project number _____.	
_____ Contractor	_____ Date

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

Each product or assembly delivered to the project must contain the lot, heat, or batch number identical to that on the accompanying Certified Test Report.

Products or assemblies furnished on the basis of Certified Test Reports may be sampled and tested by the Department and if determined not to meet the applicable specifications will be rejected or accepted according to CDOT Standard Specification subsection 105.03.

## **REVISION OF SECTION 100 CONSTRUCTION SITE**

**Mobilization:** This work consists of the mobilization of personnel, equipment and supplies at the project site in preparation for work on the project. This item shall also include the establishment of the Contractor's offices, buildings and other necessary facilities, and all other costs incurred or labor and operations which must be performed prior to beginning the other items under the Contract.

**Sanitary Facility (Trailer):** The Contractor shall provide and maintain suitable sanitary facilities for use of those employed on this contract and for City personnel for the duration of the Project. Sanitary facilities shall comply with the City's standard detail for sanitary facilities. The sanitary facility shall be of the type mounted on a trailer unless otherwise approved by the Engineer.

**Clearing and Grubbing:** Clearing and Grubbing shall be in accordance with Section 201 of the CDOT Standard Specifications for Road and Bridge Construction. Areas of clearing and grubbing shall be limited to the areas shown in the plans for proposed sidewalk. The Contractor shall limit the area of disturbance to the minimum area required to set forms and place & finish concrete. The work shall include scalping, removal and off-site disposal of soil, grass, stumps, roots, shrubs, and debris within the limits of the project, and shall also include salvaging and stockpiling a quantity of suitable material required to re-establish disturbed areas to match the existing grade and edge of sidewalk. All holes left behind shall be filled with suitable material and compacted to match existing grade.

**Erosion and Stormwater Quality Control:** Erosion and Stormwater Quality Control shall include, but not be limited to inlet protection, stockpile management, erosion control logs, silt fence, gravel bags, other temporary BMPs, and sweeping. Erosion Control shall be in accordance with the REVISION OF CDOT STANDARD SPECIFICATION SECTION 107 AND 205 contained herein, the City of Colorado Springs Drainage Criteria Manual, Volume II, the stipulations of the City of Colorado Springs MS4 permit and all other state and local requirements.

Basis of Payment shall include the following:

Partial payments for mobilization will be made in accordance with Section 626 of the CDOT Standard Specifications for Road and Bridge Construction.

Partial payments for sanitary facilities will be made once each month as a percentage of work complete or per the Contractors anticipated drawdown schedule or as determined and agreed to at the pre-construction meeting.

Partial payments for clearing and grubbing will be made once each month as a percentage of work complete.

Partial payments for erosion and stormwater quality control will be made once each month as a percentage of work complete or per the Contractors anticipated drawdown schedule or as determined and agreed to at the pre-construction meeting.

Partial payments for construction surveying will be made once each month as a percentage of work complete or per the Contractors anticipated drawdown schedule or as determined and agreed to at the pre-construction meeting.

Partial payments for traffic control will be made once each month as a percentage of work complete or per the Contractors anticipated drawdown schedule or as determined and agreed to at the pre-construction meeting.

The total sum of all payments shall not exceed the original contract amount bid for the item, regardless of the fact that the Contractor may have, for any reason, shut down the work on the project or moved equipment away from the project and then back again. This shall include shut downs for time count suspensions authorized by the Engineer.

Basis of Payment shall include the following:

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Mobilization	LS
Sanitary Facility	LS
Clearing and Grubbing	LS
Erosion and Stormwater Quality Control	LS
Construction Surveying	LS
Traffic Control	LS

Payment for the above items will include all labor, equipment, tools, and materials necessary to complete the work which includes installation, maintenance, replacement, removal and proper disposal of materials.

**REVISION OF CDOT STANDARD SPECIFICATION SECTION 107 AND 205  
TO BE ADDED TO CITY OF COLORADO SPRINGS STANDARD SPECIFICATION SECTION 900  
WATER QUALITY CONTROL  
UNDER ONE ACRE OF DISTURBANCE**

Sections 107 and 208 of the Standard Specifications are hereby revised for this project as follows:

In subsection 107.25(b) 6 delete the second paragraph and replace it with the following:

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

Delete subsection 107.25 (c) and replace with the following:

A Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP) is not required for this project.

In subsection 208.01 delete the third paragraph and replace with the following:

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

In subsection 208.03, delete the first and second paragraphs.

Delete subsection 208.03 (b) and replace with the following:

(b) *Erosion and Sediment Control Activities*. The erosion and sediment control activities shall be included in the weekly meeting update.

In subsection 208.03, delete (c), (d) and (e) and replace with the following:

(c) *SWMP Administrator*. The Contractor shall assign to the project an individual to serve in the capacity of SWMP Administrator. These duties may be assumed by the Superintendent. The SWMP Administrator shall have working knowledge and experience in construction. The SWMP Administrator shall:

- (1) Ensure the Method Statement for Containing Pollutant Byproducts is implemented.
- (2) Review the construction site for compliance with the City MS4 permit requirements and the SWMP.
- (3) Follow all stormwater requirements and inspections for other applicable State and local agencies unless a waiver or other agreement has been made.
- (4) Immediately report to the Contractor and Engineer the following instances of noncompliance:
  - (i) Noncompliance which may endanger health or the environment.
  - (ii) Spills or discharge of hazardous substance or oil which may cause pollution of waters of the State.
  - (iii) Discharge of stormwater which may cause an exceedance of a water quality standard.

(iv) Discharge of pollutants that have occurred on site.

(d) *Documentation Available on the Project.* The SWMP Administrator shall provide the following Contract documents and references. They shall be made available for reference in one location on the project during construction. The documents shall be kept in a single notebook:

- (1) SWMP Site Maps (if included in the original Contract) - Construction site boundaries ground surface disturbance, limits of cut and fill, flow arrows, structural BMPs, non-structural BMPs, springs, streams, wetlands, and surface water. Also included on the map are the protection of trees, shrubs, and cultural resources.
- (2) BMP Details not in Standard Plans M-208-1, M-216-1 and M-615-1.
- (3) Spill Response Plan – Reports of reportable spills submitted to CDPHE.
- (4) List and Evaluation of Potential Pollutants – List of potential pollutants as described in subsection 107.25 and approved Method Statement for Containing Pollutant Byproducts.
- (5) All Project Environmental Permits-All Project environmental permits and associated applications and certifications, including, Senate Bill 40, USACE 404, dewatering and all other permits applicable to the project, including any separate CDPS-SCP obtained by the Contractor for staging area on private property, asphalt or concrete plant, etc.
- (6) Form 105 and all other correspondence related to water quality which are issued by the Engineer for Contractor's lack of compliance.

The Contractor shall incorporate the documents and reports and have Items 1-7 available for the first working day of the project. None of these documents are required to be updated during the course of the project.

(e) *Weekly Meetings.* The Contractor shall conduct weekly meetings with the Engineer to discuss the following:

- (1) Requirements of the SWMP.
- (2) Problems that may have arisen in implementing the site specific SWMP or maintaining BMPs.
- (3) Unresolved issues from inspections and concerns from last inspection.
- (4) BMPS that are to be installed, removed, modified, or maintained.
- (5) Planned activities that will affect stormwater in order to proactively phase BMPs.
- (6) Recalcitrant inspection findings.

Delete the third paragraph in subsection 208.04 and replace with the following:

New inlets and culverts shall be protected during their construction. Appropriate protection of each culvert and inlet shall be installed immediately after installation of the culvert or inlet. 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 in accordance with all applicable regulations.

Delete the first paragraph in subsection 208.04 (f) and replace with the following:



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

In subsection 208.06, first paragraph, delete the first sentence.

In subsection 208.07, second paragraph, delete the second sentence.

In subsection 208.08, delete the first paragraph and replace with the following:

208.08 Limits of Disturbance. The Contractor shall limit construction activities to those areas within the limits of disturbance shown on the plans and cross-sections. Construction activities, in addition to the Contract work, shall include the on-site parking of vehicles or equipment, on-site staging, on-site batch plants, haul roads or work access, and all other action which would disturb existing conditions. Off road staging areas must be pre-approved by the Engineer, unless otherwise designated in the Contract. Construction activities beyond the limits of disturbance due to Contractor negligence shall be restored to the original condition by the Contractor at the Contractor's expense.

In subsection 208.09, delete the first and second paragraph and replace with the following:

208.09 Failure to Perform Erosion Control. 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. Penalties will be assessed by the Department as liquidated damages for failure to meet the contract documents. 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 will 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 subsection 208.03(b) and (c)
- (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 subsections 208.04(e) and 208.08.
- (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 subsection 208.04(f).
- (5) Failure to remove and dispose of sediment from BMPs 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 subsection 208.04 (e).

- (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 BMPs when required on the project in accordance with subsection 208.10.

In subsection 208.09, delete the 10th paragraph, and replace with the following:

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 subsection 105.17. 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.

In subsection 208.10, delete (c) and replace with the following:

(c) *Locations of Temporary BMPs.* The Engineer will identify locations where modification, cleaning or removal of temporary BMPs are required, and will provide these in writing to the Contractor.

In subsection 208.11, delete the first paragraph.

In subsection 208.12, delete the third, fourth and fifth paragraphs and replace with the following:

SWMP Administrator 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. The Erosion Control Management Pay Item will not apply to this project.

**REVISION OF SECTION 220 & 240  
REMOVAL AND RESET OF STRUCTURES AND OBSTRUCTIONS**

Section 220 of the City Standard Specifications is hereby revised for this project as follows:

Subsection 220.05 shall include the following:

Pavement markings shall be removed from the pavement by grinding unless otherwise approved by the Engineer.

Materials deposited on the pavement as a result of removing pavement markings shall be cleaned from the surface of the street as the work progresses and shall not be allowed to enter the storm drain system.

Subsection 220.05 shall be replaced with the following:

**Pavements, Sidewalks, Curbs:** All concrete pavement, asphaltic concrete, sidewalks, structures, curbs, gutters, etc., designated for removal, shall become the property of the Contractor and disposed of properly. The minimum depth of sawing asphalt and concrete shall be full depth.

**Sidewalk:** Removal of sidewalk shall include removal of all concrete not designated as curb and gutter or concrete pavement. Removal of sidewalk shall include removal of curb ramps which are assumed to be 6" thick. Sidewalk is assumed to be less than 6" thick. Where designated in the plans, sidewalk shall be saw cut full depth to a neat vertical line and removed. Where an expansion joint occurs within 4' of the saw cut line or a contraction joint occurs within 2' of the saw cut line, the Contractor shall remove the remnant portions of sidewalk to the joint.

**Curb and Gutter:** Curb and gutter designated for removal as shown in the plans or as directed by the Engineer shall be saw cut to a neat vertical line at a right angle to the back of curb. Where an expansion joint exists within 4' of the saw cut line or a contraction joint exists within 2' of the saw cut line, the Contractor shall remove the remnant segment of curb and gutter to the joint.

**Concrete Pavement:** Removal of concrete pavement shall include removal of all concrete flatwork not designated as removal of sidewalk. Concrete pavement is designated in the plans at bus stops and is assumed to be 6" thick or greater. Removal of concrete pavement shall include removal of adjacent segments of curb, gutter, or cross pan extending to the point of flare or radial or square return and shall also include segments of sidewalk that are attached to the driveway or alley, also assumed to be a minimum of 8" thick. Concrete Pavement may be reinforced with steel bars.

**Removal of Asphalt:** Removal of asphalt shall occur adjacent to all curb and gutter or concrete pavement designated for removal and at other locations as shown on the plans. Where removal of asphalt occurs at an alley or driveway, removal of asphalt shall include adjacent alley or driveway curb that is not identified as removal of curb and gutter. Asphalt shall be cut to a neat vertical line, making square cuts that are parallel and perpendicular to the curb, unless otherwise shown on the plans or as directed by the Engineer. The asphalt shall be cut 2' from the lip of the gutter, unless otherwise shown

or as directed by the Engineer. The depth of asphalt to be removed has not been determined.

Subsection 220.06 shall include the following:

Asphalt designated for removal will be measured and paid by the square yard regardless of the depth of the depth of asphalt.

Concrete sidewalk and pavement designated for removal will be measured and paid by the square yard regardless of the depth of the depth of concrete. Concrete sidewalk is anticipated to be 4 inches thick. Concrete bus pads are anticipated to be 6 – 8 inches thick.

Subsection 240 shall include the following:

Sign post designated to be reset shall be carefully removed, safely stored, and properly reinstalled at the location shown on the plans or as determined by the Engineer. Sign posts and accompanying signs damaged in the course of construction shall be replaced by the Contractor at no additional cost to the Project.

Basis of Payment shall include the following:

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Removal of Sidewalk	SF
Removal of Curb and Gutter	LF
Removal of Concrete Pavement	SY
Removal of Asphalt	SY
Removal of Pavement Markings	LF
Reset Sign Post	EA

All materials removed from the Project shall become the property of the Contractor and disposed of properly.

Saw cutting will not be measured and paid separately but shall be included in the work.

Curb and Gutter will be designated for removal and measured in linear feet along the flowline prior to removal by the Contractor.

Removal of Curb and Gutter adjacent to curb ramps will be measured and paid for as Removal of Curb and Gutter.

Removal of Curb and Gutter adjacent to driveways and alleys will be paid for as Removal of Concrete Pavement or Removal of Asphalt.

Removal of Curb Ramps shall be paid for as Removal of Sidewalk.

Clean up of materials deposited on the pavement as a result of saw cutting or pavement marking removal shall not be paid for separately but shall be included in the work.

**REVISION OF SECTION 300 and 626  
AGGREGATES AND BASE MATERIALS**

Subsection 300 shall be revised to include:

Aggregate base course shall be Class 6 material meeting the City's classification standard.

**Method of Measurement**

The quantity of Materials to be paid for will be determined by measurement of the number of cubic yardage of Materials actually installed and accepted by the Engineer as complying with the plans and specifications. Cubic yardage shall be measured by the square yardage of the finished surface multiplied by the planned thickness.

Basis of Payment shall include the following:

**Pay Item**

Aggregate Base Course (Class 6)

**Pay Unit**

CY

Payment shall be full compensation for all work necessary to complete the item including delivery, stockpiling, labor, tools, water, and equipment necessary to complete the work.

**REVISION OF SECTION 400  
HOT MIX ASPHALT (PATCHING)**

The construction requirements shall be as described in the latest version of the “Pikes Peak Region Asphalt Specification.” Hot Mix Asphalt for patching shall be an S or SX Grade. The contractor shall submit a mix design for approval by the engineer.

The materials shall conform to the requirements described in the latest version of the “Pikes Peak Region Asphalt Specification.”

Hot Mix Asphalt is required for all permanent asphalt patch repairs and shall be placed as soon as possible based on required cure times for adjacent materials.

Existing asphalt surfaces receiving an asphalt patch, existing vertical concrete surfaces such as curb and gutter, cross pans and manholes, or the first course of multi-course asphaltic pavement structure, shall receive a tack coat consisting of an emulsified asphalt. Tack coat shall be installed in accordance with the PPRAS or as directed by the Engineer.

Asphalt patching for utility trenching shall include a ‘T-cap’ repair per City Standard Drawing No. 4B.

The depth of asphalt patch in the roadway shall match the existing pavement thickness or 6” minimum, whichever is greater. The asphalt shall be compacted in lifts of no more than 3” thick. The top course shall be compacted in a minimum 2” lift. Where asphalt removal extends into the base course, the contractor shall provide a compacted granular fill meeting the specifications of CDOT’s Class 6 aggregate base course or other City approved base course specification. The minimum thickness of compacted base course shall be 6”.

**Basis of Payment**

Hot Mix Asphalt (Patching) will be measured in Square Yards. For the purposes of comparison, a conversion factor of 147 lbs/ft<sup>3</sup> will be used to convert volume to weight. A copy of all truck tickets shall be provided to the Engineer. Payment for asphalt patching shall include adjustment of water valves.

**Pay Item**

Asphalt Patch

**Pay Unit**

SY

Tack coat will not be paid separately, but shall be included in the cost of the asphalt.

**REVISION OF SECTION 430  
CONCRETE PAVEMENT**

Concrete pavement shall be installed at bus stops as designated on the plans. Bus pad concrete shall be 6 inches thick.

**Method of Measurement**

Concrete Pavement will be measured by the square yard of finished surface. Where curb head, curb wall or flared curb are required to be installed, the area on the face of the curb will also be measured.

**Basis of Payment**

Concrete pavement will be paid by the Square Yard unit.

**Pay Item**

Concrete Pavement (6 Inch)

**Pay Unit**

SY

**REVISION OF SECTION 500  
CURB RAMP AND SIDEWALKS**

Concrete for sidewalks and pedestrian ramps shall be a City approved mix design.

Detectable Warnings shall be a product identified on the City's pre-approved product list available on the City's website. Equivalent products that are not included in the City's Preapproved Material List may be submitted for review and acceptance.

Section 509 of the Standard Specifications is hereby revised for this project as follows:  
Subsection 509.3. A shall be deleted and replaced with the following:

Section 509.03 shall be renamed Sidewalks and Curb Ramps

Subsection 509.3. A shall be deleted and replaced with the following:

A. General: Sidewalks shall be a minimum of four inches (4-inch) in thickness. Sidewalks crossing driveways and alleys shall be a minimum of six inches (6-inch) in thickness in residential driveways and eight inches (8-inch) in thickness at all alley and commercial driveway crossings. Sidewalks crossing alleys and commercial driveways shall be reinforced with No. 4 bar at 18-inches on center each way and be a minimum of four feet (4-feet) in width.

Curb ramps shall be a minimum of six inches (6-inches) in thickness and shall match the width of the connecting sidewalk. In no case, shall the clear width of the curb ramp be less than four feet (4').  
Subsection 509.3.C shall be deleted and replaced with the following:

C. Expansion Joints. Expansion joints shall be ¼ inch to ½ inch approved remolded material. Expansion joints shall be placed where the thickness of concrete changes (e.g. driveways and curb ramps) and against fixed objects (e.g. inlet and poles).

Subsection 509.3.F shall be deleted and replaced with the following:

F. Tolerance. Sidewalks shall have a minimum cross slope of 1% (1/2 inch vertical per 50 inches horizontal) and a maximum cross slope of 2% (1 inch per 50 inches) sloped toward the roadway. The running slope of the sidewalk shall not exceed the general grade established for the adjacent street.

Curb ramps shall have a minimum cross slope of 1% (1/2 inch vertical per 50 inches horizontal) and a maximum cross slope of 2% (1 inch per 50 inches) sloped toward the direction of flow in the adjacent gutter. Curb ramps shall have a maximum running slope of 8.33% (1 inch vertical per 12 inches horizontal). The counter slope of the gutter or street at the foot of the ramp run shall be 5% maximum. The maximum difference in grades between the curb ramp and the adjacent gutter pan shall 13.3%. The transition between the two surfaces shall be flush.

Where applicable, turning spaces shall be provided with the curb ramps and shall have a minimum cross slope and running slope of 1% (1/2 inch vertical per 50 inches horizontal) and a maximum cross slope and running slope of 2% (1 inch per 50 inches). The counter slope of the gutter or street at the turning space shall be 5% maximum. The maximum difference in grades between the turning space and the



adjacent gutter pan shall 13.3%. The transition between the two surfaces shall be flush.

Forms for sidewalk, curb ramp, and turning space construction are recommended to be set with a cross slope of 1.5% to maintain the minimum and maximum tolerances. Forms for ramp construction are recommended to be set to a running slope of 7.5% so as not to exceed the maximum tolerance.

Detectable warnings shall extend a minimum of two feet (2-feet) in the direction of pedestrian travel and extend the entire width of the curb ramp. Detectable Warnings for pedestrian ramps shall be selected from the City Approved Product list.

Curb ramp(s) within the City right-of way shall be inspected and approved by a city ADA Curb Ramp Inspector. The Curb Ramp Inspector will measure the running and cross slope of the ramp at various locations and will utilize a 2-foot smart level for the slope measurements. Inspections are scheduled by calling 719-385-6828.

Sidewalk, curb ramps, and portions of the curb that are determined to be out of the acceptable tolerances shall be removed and replaced by the Contractor at no additional cost.

Method of Measurement:

Concrete sidewalks will be measured by the square yard of finished surface. Where curb head, curb walls, or flared curb are required to be installed, the area on the face of the curb will also be measured.

Concrete curb ramps will be measured by the square foot of finished surface. Where curb head, curb walls, or flared curb are required to be installed, the area on the face of the curb will also be measured.

Basis of Payment shall include the following pay items:

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Concrete Sidewalk (4 Inch)	SY
Concrete Pavement (6 Inch)	SY

Sidewalks installed across driveways shall be installed in accordance with the driveway detail. Sidewalk installed across driveways shall be measured and paid for as concrete pavement.

Curb ramps shall include installation of the detectable warning areas per the standard details.

The detectable warning area will not be measured separately, but shall be included in the bid price for concrete curb ramps.

Sidewalk, ramps, and portions of the curb installed by the Contractor that are determined to be out of the acceptable tolerances shall be removed and replaced by the Contractor at no additional cost to the project.

Additional payment will not be made for cold-weather concrete work. Costs for cold-weather concreting (blankets, hot water, heat source when necessary, etc.) shall be included in the unit price for that item.



**REVISION OF SECTION 500**  
**CURB AND GUTTER**

Concrete for curb and gutter shall be a City approved mix design.

*Excavation.* Excavation shall be made to the required depth and to a width that will permit the installation and bracing of the forms. The foundation shall be shaped and compacted to a firm even surface conforming to the section shown on the plans or as staked. When the Engineer determines that material is uncompactable, the material shall be removed and replaced with a minimum of 6 inches of Class 6 ABC, or other approved bed course material, and compacted.

Flexible, kerfed, or wood forms of the proper radii shall be used for curbs having a radius of less than two hundred feet (200'). All forms shall have the dimensions of the City of Colorado Springs specified curb and gutter sections.

Basis of Payment shall include the following additional pay items:

<b>Pay Item</b>	<b>Pay Unit</b>
COS Standard Curb and Gutter Type 3 Standard Median	LF

Additional payment will not be made for cold-weather concrete work. Costs for cold-weather concreting (blankets, hot water, heat source when necessary, etc.), but shall be included in the unit price for that item.

Compaction, water, and all other work necessary to complete the above items will not be measured and paid for separately but shall be included in the work.

**REVISION OF SECTION 500  
CONCRETE COVER MATERIAL**

Concrete cover material shall be 4" min. Concrete shall be integrally colored from a City approved mix design. The contractor shall determine the color using a color chart or other method and submit the color to the Engineer for approval prior to use.

Patterned concrete shall consist of a wet stamped pattern consistent with the existing concrete pattern theme as seen along Academy Boulevard.

The Contractor shall install ½" x 4" expansion material at median noses, fixed objects and at transverse joints at 50 intervals along the median, or as directed by the Engineer.

Concrete cover material installed adjacent to the driveways into the Hancock parking lot shall be 6 inches in depth and reinforced with No. 4 bars, 18 inch on center, each way (O.C.E.W.)

Basis of Payment shall include the following additional pay items:

<b>Pay Item</b>	<b>Pay Unit</b>
Concrete Cover Material (Colored, Patterned)	SF

Reinforcing bars required for the concrete cover material in the Hancock parking lot shall not be measured and paid for separately but shall be included in the work.

Additional payment will not be made for cold-weather concrete work. Costs for cold-weather concreting (blankets, hot water, heat source when necessary, etc.) shall be included in the unit price for that item.

Compaction, water, and all other work necessary to complete the above items will not be measured and paid for separately but shall be included in the work.

## **REVISION OF SECTION 800**

### **WORK ZONE TRAFFIC CONTROL**

Section 800 shall be revised to include:

The Contractor shall be responsible for reviewing this information and the intent of the documents and shall submit detailed plans of the approach to this element of work. Reference is made to the Traffic Control-General specification, City of Colorado Springs Manual entitled “Traffic Controls for Street Construction”, Utility Work, and Maintenance Operations., MUTCD Manuals, latest edition.

The Contractor is responsible for preparing project-specific Methods for Handling Traffic (MHT) for approval by the City and as necessary to ensure compliance with provisions of “Traffic Controls for Street Construction” and the Manual on Uniform Traffic Control Devices. MHTs shall also include provisions for handling impacts to bike lanes. The Contractor shall be required to obtain a City Traffic Control permit(s). A copy of the permit(s) shall be provided to the Engineer prior to commencing work.

Working hours are from 7:00 am to 7:00 pm Monday through Friday or as determined by the Contractor and agreed to by the City at the pre-construction meeting. **Lane shifts, lane marking grinding and restriping will be conducted at night.**

The Contractor shall notify all affected residents and/or property owners a minimum of 48 hours prior to restricting normal access from public streets to adjacent properties. The Contractor shall inform each resident and/or property owner of the nature of the access restriction, the approximate duration of the restriction, and the best alternate access route for that particular property. Any closure of access to or from adjacent property shall be submitted to the Engineer and approved prior to implementation.

The Contractor shall coordinate Methods for Handling Traffic (MHT) plans with the City’s traffic technician and the contractor for the adjacent PPRTA Academy Boulevard projects. Once a contract has been awarded to the contractor a pre-construction traffic coordination meeting will be held to discuss traffic phasing between the two projects.

Where practicable, the Contractor shall keep the pedestrian crossings open and in acceptable condition and shall comply with the current ADA (Americans with Disabilities Act) requirements while project improvements are being constructed.

Delays or impacts to the Contractor due to the requirements of this provision shall not be a basis for an extension of time or additional compensation, or both.

Any denial or revocation of prior approval for traffic-handling requests shall not be the basis for any claim for additional time or compensation.

Method of Measurement shall be revised to include the following:

Traffic control devices – including signs, channelizing devices, flashing beacons, temporary pavement marking paint, temporary barriers, and impact attenuators – will not be measured and paid for separately but shall be included in the Lump Sum bid price for Traffic Control.

Traffic Control Management and Traffic Control Inspections will not be measured and paid for separately but shall be included in the Lump Sum bid price for Traffic Control. Daily inspections are required and shall be documented in a format agreed to by the project team at the pre-construction conference.

In the event the Traffic Control Supervisor does not respond to an emergency service call within two (2) hours, or the City deems it necessary to send out other forces to accomplish emergency services, the Contractor shall be held responsible for the cost of such emergency services, without reimbursement.

Basis of Payment shall include the following additional pay items:

<b>Pay Item</b>	<b>Pay Unit</b>
Traffic Control	LS

Payment for these items will be made inclusive of the above specification, contract documents, and approved traffic control plans submitted in accordance with other contract documents.

Partial payment for Traffic Control, as determined by the Engineer, will be made as the work progresses.

Flagging, as may be required during the prosecution of the project, will not be measured and paid for separately, but shall be included in the work. Flagging shall be performed by certified flaggers.

## REVISION OF SECTION 800

### PREFORMED THERMOPLASTIC PAVEMENT MARKINGS

Section 827 shall be inserted to include:

#### DESCRIPTION

This item includes preformed, thermoplastic pavement markings for crosswalks, stop lines, lane lines, symbols, words and other types of traffic controls. Pavement markings shall be installed at the location and in accordance with patterns indicated on the plans or as ordered by the Engineer, and in conformance with the MUTCD and these specifications.

#### MATERIALS

**Preformed Thermoplastic.** The markings shall consist of a resilient white or yellow (or other designated color) thermoplastic product with glass beads uniformly distributed throughout the entire cross sectional area.

Preformed thermoplastic shall be capable of application on new and existing asphalt and Portland cement concrete surfaces and shall meet the requirements of AASHTO M249.

Thickness shall be specified at 125 Mils.

**Glass Beads.** Only preformed thermoplastic containing white retro reflective glass beads intermixed throughout shall be used. Glass beads are additionally applied during installation when the surface is liquefied to the surface of the marking. Glass beads applied to the surface of pre-formed thermoplastic pavement markings shall meet the requirements of NYSDOT Standard Specifications Section 727-05.

**Approved Preformed Thermoplastic Materials.** Products pre-approved by City Traffic with a Manufacturer's certification that the product meets the requirements of this specification, or a product 'approved equal' as determined by the Engineer, are deemed acceptable for use.

#### CONSTRUCTION REQUIREMENTS

**General.** All pavement markings and patterns shall be placed as shown on the Contract documents and in accordance with the MUTCD.

**Surface Preparation.** The Contractor shall clean the pavement and existing durable markings. At the time of application, all pavement surfaces and existing durable markings shall be dry and free of oil, dirt, dust, grease and similar foreign materials.

The preformed thermoplastic markings may be installed on top of existing thermoplastic markings after all loose material has been removed. The preformed thermoplastic markings shall not be installed on top of existing preformed plastic pavement markings without first removing the existing markings to a depth that insures removal of the adhesive backing of the preformed plastic. It shall not be installed on top of pavement marking paint without first removing the paint.

**Preformed Thermoplastic Application Equipment.** The Contractor shall use a heating method specifically recommended by the manufacturer for the installation of preformed thermoplastic markings.

Thermoplastic Primer. All Portland cement pavement surfaces shall be primed. The primer shall be either a one-component or a two-component, cold or hot applied material of the type recommended by the manufacturer of the thermoplastic pavement marking material.

#### **METHOD OF MEASUREMENT**

Preformed letters and symbols installed on the project and accepted by the Engineer will be measured in the field or determined from the manufacturer's measurements.

#### **BASIS OF PAYMENT**

The accepted quantities of markings will be paid for at the contract unit price, which shall include the cost of furnishing all labor, materials and equipment to satisfactorily complete the work. The cost for maintaining and protecting traffic during the marking operations shall be included in the price bid. The cost of removal of concrete curing compounds and existing pavement markings will be paid under separate items and are not included in this item.

<b>Pay Item</b>	<b>Pay Unit</b>
Thermoplastic Pavement Markings	SF

Glass beads shall not be measured and paid for separately but shall be included in the cost of the work.

#### **825 CONSTRUCTION SURVEYING**

**DESCRIPTION** This work consists of the construction surveying, calculating, and staking necessary for the construction of all elements of the project. The work shall be done under the supervision of a Professional Land Surveyor (PLS) who is experienced and competent in road and bridge construction surveying and licensed in the State of Colorado.

Locating, preserving, referencing, installing and restoring land monuments such as Primary Control monuments from which the right of way or any land boundary will be calculated, described or monumented, Public Land Survey System (PLSS) monuments, General Land Office (GLO) monuments, Bureau of Land Management (BLM) monuments, Mineral Survey (MS) monuments, Right-of-way (ROW) monuments, property boundary monuments, easement monuments, Block Corner Reference monuments (5x5's and 5 off's) and other monuments that are required by law or regulation to be established by a PLS, and the determination of any land boundary, shall be done in, under the supervision of a Professional Land Surveyor (PLS) who is experienced and competent in Right of Way and boundary surveying and licensed in the State of Colorado.

The intent of the above description is:

- 1) Locate and document all monuments within the construction project limits and provide the information to the City Engineering prior to commencement of construction activities.
- 2) Identify monuments which will be impacted by construction activities, reference these monuments for replacement after construction completion.



- 3) Provide construction survey for the construction of the project including horizontal and vertical control.
- 4) Verify after the completion of construction, monuments identified prior to construction either remained or were replaced.
- 5) Document final conditions, submit required documentation to the State for reset monuments, and submit data to City staff.

The PLS shall be available to review work, resolve problems, and make decisions in a timely manner.

**MATERIALS AND EQUIPMENT** The Contractor shall furnish all personnel, survey equipment, safety equipment, materials, and traffic control necessary to perform the required construction surveying and staking. All surveying equipment shall be in good working condition.

If any survey equipment is found to be functioning outside the manufacturer's specified tolerance, certification from an approved repair facility showing that the instruments have been repaired, properly adjusted, or both, if necessary, shall be included in the survey records and submitted to the Engineer before being used.

#### **CONSTRUCTION REQUIREMENTS**

Construction Survey meeting shall be held prior to performing surveying work under this section. The Engineer, City Surveyor, City Project Manager, Construction Project Manager, Contractor's Superintendent, Contractor's Surveyor (PLS) shall attend. A surveying work schedule shall be submitted to the Construction Project Manager for review prior to the presurvey conference.

**Contractor Surveying.** The Contractor shall be responsible for hiring a licensed Professional Land Surveyor to perform all construction surveying and staking necessary for construction of the project and documentation for monuments.

#### **Accuracy and Tolerances.**

Horizontal and vertical accuracy tolerances for Secondary Control surveys and monuments, and for each construction item being staked shall be as specified in the Contract.

If a discrepancy should occur, the higher degree of accuracy or the more restrictive tolerance shall apply. Horizontal accuracy tolerances for Primary Control surveys and monuments. Vertical accuracy tolerances for Primary Control surveys and monuments. Horizontal accuracy tolerances for Secondary Control surveys and monuments. Vertical accuracy tolerances for Secondary control surveys, monuments, and/or Secondary benchmarks. Engineered surveying accuracy and tolerances shall be the same as the staking accuracy and tolerances.

**Responsibility and Inspection.** Supervision and coordination of construction surveying and staking is the Contractor's responsibility. The Engineer may inspect the Contractor's surveying; however, such inspection will not relieve the Contractor of any responsibility for accuracy or completeness of work. The Contractor shall check the work to verify the accuracy and include documentation of this check in the Survey Records. All Contractor surveying inaccuracies, errors, or omissions shall be corrected at the Contractor's expense. Inspection of the Contractor's corrections shall not entitle the Contractor to additional payment or contract time extension.

**Reset Monuments and Stakes.** Primary and Secondary Control monuments, benchmarks, and other significant stakes that are damaged, destroyed, or made inaccessible by the progress of construction shall be replaced, transferred, or re-established at the Contractor's expense. A supplemental or amended Project Control Diagram shall be submitted to the City for any replaced, transferred, or re-established Primary Control monuments.

Locating, preserving, referencing, installing and restoring land monuments such as Primary Control

monuments from which the right of way or any land boundary will be calculated, described or monumented, PLSS monuments, GLO monuments, BLM monuments, MS monuments, ROW monuments, property boundary monuments, easement monuments, Block Corner Reference monuments (5x5's and 5 off's), NGS horizontal stations and Vertical benchmarks, and other monuments that are required by law or regulation to be established by a PLS, under the supervision of a PLS who is experienced and competent in Right of Way and boundary surveying and licensed in the State of Colorado.

*Changes.* All changes in lines and grades required by field conditions and all discrepancies in grades, alignment, location, or dimensions detected by the Contractor shall be immediately submitted to the Engineer in writing. No changes in given data or plans will be allowed unless approved by the Engineer in writing. All changes shall be documented in the survey records.

*Measurements.* The Engineer will perform all interim and final measurements deemed necessary by the City, to determine contract pay quantities. The Contractor shall establish and maintain Primary and Secondary Control points and stationing as required for these measurements.

*Survey Records.* Survey records shall be completed as the work is done. Field survey notes for construction surveying and checking by the Contractor. The Contractor shall make all survey records generated available to the Engineer for inspection or reproduction at all times. The Contractor shall submit all survey records to the Engineer before final project acceptance. All survey records are considered property of the Department. The responsible PLS identified shall electronically seal all survey records. The electronic format shall contain stakeout data and the raw data from the actual placement of stakes. The records shall be electronically sealed by the PLS in responsible charge. Initial staking for major structures (overhead signs, concrete box culverts, bridges, and all other structures assigned a structure number) shall be done.

**METHOD OF MEASUREMENT** Construction surveying will not be measured but will be paid for on a lump sum basis.

**Payment** for construction surveying will be the contract lump sum bid and will be full compensation for all surveying work necessary to complete the project as shown on the plans, identification of monumentation within the project limits, determining the monumentation conflicts with the construction, to include all resetting of stakes, marks, monuments Secondary and Primary Control points, and preparing supplemental or amended Project Control Diagrams.

Construction surveying required by plan force account or by additional work beyond the scope of the original Contract will be paid for at a negotiated. That rate shall also apply to reductions in construction surveying as impacted by reductions or deletions to the original contract work.

Survey work not performed to the contract requirements shall be subject to price reduction or rejection. Partial payment for construction surveying, as determined by the Engineer, will be made as the work progresses.

The Contractor shall submit a schedule of estimated contractor construction surveying time as required on the Survey Tabulation Sheet before the first partial payment is made. Copies of the Survey Records for all completed survey work shall be submitted to the Engineer prior to payment of the monthly estimate.

Before final payment is made, the Contractor's responsible P.L.S. shall complete and seal all survey records and the Project Control Diagram (supplemental or amended). Submit the survey records and the supplement or amended Project Control Diagram to the Engineer and the Region Survey Coordinator for review. Payment will be made under:

Pay Item	Pay Unit
Construction Surveying	Lump Sum
Traffic control for construction surveying the responsibility of the contractor. All costs associated with surveying will not be measured and paid for separately but shall be included in the work.	

## **826 SURVEY MONUMENTATION**

**DESCRIPTION** This work consists of locating, preserving, referencing, installing and restoring land monuments, such as Primary Control monuments from which the right of way or any land boundary will be calculated, described or monumented, Public Land Survey System (PLSS) monuments, General Land Office (GLO) monuments, Bureau of Land Management (BLM) monuments, Mineral Survey (MS) monuments, Right-of-way (ROW) monuments, property boundary monuments, easement monuments, Block Corner Reference monuments (5x5's and 5 off's), NGS horizontal stations and Vertical benchmarks,, and other monuments that are required by law or regulation to be established and recorded by a Professional Land Surveyor (PLS), along with installing or adjusting monument boxes as listed on the Survey Tabulation Sheet or as shown on the plans.

Monuments included in this section shall be established in accordance with the applicable and most recent editions of the Department of Interior's Manual of Surveying Instructions (BLM Manual), Colorado Revised Statutes (CRS), Colorado State Board of Licensure for Professional Engineers and Land Surveyors (State Board) Rules and Policies, under the supervision of a City approved PLS experienced and competent in Right of Way and boundary surveying and licensed in the State of Colorado.

The PLS shall be available to review work, resolve problems, and make decisions in a timely manner.

**MATERIALS AND EQUIPMENT** The Contractor shall furnish all personnel, survey equipment, safety equipment, materials, and traffic control necessary to perform the required monumentation and related surveying.

The various types of monuments and monument boxes shall be constructed according to the details shown on CDOT Standard Plan M-629-1.

The Contractor shall furnish all labor, survey tools, equipment, and incidental materials such as but not limited to concrete, grout, asphalt caulk, glue, epoxy, nails, stakes, lath, and replacement monuments.

All surveying equipment, including Electronic Distance Meters (EDM), total stations, theodolites, levels, rods, tapes, tripods, tribrachs, and Global Positioning System (GPS) receivers and equipment, shall be in good working condition.

If any survey equipment is found to be functioning outside the manufacturer's specified tolerance, certification from an approved repair facility showing that the instruments have been repaired, properly adjusted, or both if needed shall be included in the survey records and submitted to the Engineer before being used.

The Contractor will provide Traffic Control as needed to complete the survey.

### **CONSTRUCTION REQUIREMENTS:**

Construction Survey meeting shall be held prior to performing any surveying work under this section. The Engineer, City Surveyor, City Project Manager, Construction Project Manager Contractor's Superintendent, Contractor's Surveyor (PLS) shall attend. A surveying work schedule shall be submitted to the Construction Project Manager for review prior to the presurvey conference.

The Contractor shall check all established Primary horizontal and vertical control and verify and document in the survey records their horizontal and vertical accuracy tolerance.

Survey records shall be completed as the work is done. Field survey notes for monumentation, surveying and checking by the Contractor shall be recorded. The Contractor shall make all survey records generated available to the Construction Project Manager for inspection or reproduction at all times.

The Contractor shall submit all survey records to the City Surveyor before Final Acceptance. All survey records are considered property of the City. The responsible PLS identified shall electronically seal all

survey records. Copies of any new Monument Records filed by the PLS with the State Board of Registration, shall be submitted prior to filing.

**Locating Monuments:** This work consists of field locating all survey monumentation that is in place because of a Government (Federal, State, County or Municipal) survey or resurvey as shown on original PLSS, GLO, BLM, or MS plats, notes, or other survey monumentation documented in the public record.

A diligent search of construction zones and project limits shall be performed by the PLS, to locate any survey monumentation of the public record. An electronic magnetic field sensor or locator shall be used in this search. The responsible PLS shall document the search, and time spent searching, in the survey records. The survey records shall include the procedures used to make the diligent search, a description of each monument searched for, and the actions taken to reference and preserve the location of the monument

**Preserving and Referencing Monuments.** This work consists of field surveying, establishing, installing, and making measurements to reference monuments that will facilitate the installation of a replacement monument in the event the construction activity disturbs a monument of the public record.

Referencing of monuments for possible replacement requires the use of correct replacement methods so the stated precision of the monument in question is not degraded. When a construction activity is planned which will disturb an existing PLSS, GLO, B.L.M., or MS monument, the monument shall be referenced and the survey records and the monument shall be upgraded by the PLS and a new Monument Record filed with the State Board, when the following conditions are met:

- (1) No boundary survey was done for the project.
- (2) A Monument Record has been filed with the State Board and there are no Monument Records that indicate conflicting locations.
- (3) The existing monument does not meet the physical standards set by the State Board.

A new monument record shall be filed with the State Board in accordance with Title 38 CRS and State Board Rules and Policies, a disclaimer should be written on the new Monument Record stating, "the new monument was set in the same location as described by the previous monument record". 629.06 629-3 When conflicting evidence of the location of an existing PLSS, GLO, BLM, or MS monument is encountered and construction activity is planned which will alter the evidence, the monument shall be referenced, and the survey records shall include the information required.

A minimum of two permanent reference monuments shall be installed to reference the location of all existing found monuments. Reference monuments must meet the required physical standards of the actual monument for the type of monument being referenced. These references shall be set when the following conditions are met:

- (1) No boundary survey was done for the project.
- (2) No monument record or conflicting monument records are filed with the State Board.

The reference monuments shall be set and stamped in accordance with Title 38 CRS and State Board Rules and Policies, a new monument record should be marked "Other" for "Type of Monument" and a full explanation given on the monument record as to why the presumed monument was not upgraded, the monument record shall be filed with the State Board in accordance with Title 38 CRS.

Copies of all new Monument Records filed by the PLS with the State Board shall be submitted to the City Surveyor prior to filing.

The equipment used in referencing or replacing the monument shall be able to produce the stated accuracies as specified by the owner of the monument. For example, the Colorado High Accuracy Reference Network (HARN) and CDOT HARN Densification (HARND) monuments shall be referenced or replaced using Dual Frequency survey grade GPS equipment in accordance with the procedures set forth

under the most recent Policy of the National Ocean Service Regarding the Incorporation of Geodetic Data of Other Organizations into the National Geodetic Survey Data Base, standards of accuracy are given in the Standards and Specifications for Geodetic Control Networks and Geometric Geodetic Accuracy Standards and Specifications for using GPS Relative Positioning Techniques (as amended).

National Geodetic Survey (NGS), U.S. Coast and Geodetic (USCG), and U.S. Geological Survey (USGS) benchmarks shall be referenced by setting a minimum of 3 temporary benchmarks in accordance with the procedures set forth under the most recent edition of the NGS Benchmark Reset Procedures. The temporary benchmarks shall be set outside the construction area so a permanent monument can be reset upon completion of the construction.

Prior to referencing, moving, or replacing the monument the NGS State Geodetic Advisor and the City Surveyor is to be notified, Survey records for referencing, moving, or replacing a federal or local government agency monument shall include documentation of the work. The survey records shall be submitted to the Engineer, for review by the City Surveyor, before payment is made and shall include the following:

- (1) Description of the original monument and two sets of close-up photographs.
- (2) Two sets of labeled color photographs showing a close up of the replaced monument, and a view of the monument looking toward the horizon in each of the cardinal directions.
- (3) A complete description of the reference monuments and replacement monument with a “to-reach” description.
- (4) A signed and sealed statement by the responsible PLS that states the replacement monument’s positional tolerance has not been degraded. The documentation shall conform to the owner of the monument’s specifications that control the work.

Before Survey Monumentation payment is made, the Contractor’s surveyor shall submit legible electronically sealed copies of the survey records. Before final Survey Monumentation payment and prior to depositing with the county, in accordance with Title 38 CRS, Property – Real and Personal, State Board Rules and Policies, MOU, the Contractor shall complete and electronically seal all survey records, the ROW Plans, and the Project Control Diagram (new, supplemental or amended) and submit copies the Engineer.

**Installing Monuments.** This survey work consists of installing Primary Control monuments, benchmarks, ROW monuments, property boundary monuments, easement monuments, PLSS, GLO, BLM, or MS monuments, and other monuments included on the plans. The work shall include determining the location of the monuments, installing the monuments, and verifying the positional accuracy of the monument is correct.

A Primary Control survey, when not furnished, shall be meeting the horizontal and vertical accuracy tolerances -A Project Control Diagram shall be submitted to the Engineer and the City Surveyor for all new Primary Control monuments and surveys.

Vertical accuracy tolerances for Primary Control monuments and surveys shall be as specified.

Unless stated otherwise in the contract, if construction activity disturbs a Primary Control monument (or benchmark) a new Primary Control monument (or benchmark) shall be installed by the Contractor. Primary Control monuments shall be set so they are intervisible from at least two adjacent Primary Control monuments and shall not exceed 0.2 mile between adjacent intervisible Primary Control monuments. Primary Control monuments set by the Contractor shall not conflict with construction activities. The Primary Control survey shall consist of a closed loop network and have adequate redundancy, precision, and accuracy to prove that all the monuments included in the network are within the horizontal and vertical accuracy tolerance.

Survey records shall include documentation of Primary Control monuments and. A supplemental or

amended Project Control Diagram shall be submitted to the Engineer and the City Surveyor for all replaced, transferred or re-established Primary Control monuments

ROW monuments, property boundary monuments, and easement monuments shall be installed

Secondary Control monuments may be required, meeting the horizontal accuracy tolerance. The procedures used to set ROW monuments shall include an independent check of the installation. Survey records shall include documentation of the survey performed to establish the monuments. The independent check shall be documented in the survey records and the field measured differences calculated or reduced to show the work is within the specified horizontal accuracy tolerance. PLSS, GLO, BLM, or MS monuments, The independent check shall be documented in the survey records and the field measured differences calculated or reduced to show the work is within the specified horizontal accuracy tolerance. The installation of ROW, property boundary, easement, PLSS, GLO, BLM, or MS monuments installed at a different location than the data shown on the Monumentation sheet of the ROW plans shall be submitted to the Engineer and the City Surveyor along with the monument's description and horizontal data in order that the new monument can be revised on the Land Survey Control Diagram and ROW plan sheets. Copies of all new Monument Records filed by the PLS with the State Board for the installation of new PLSS, GLO, BLM, or MS monuments shall be submitted to the Engineer prior to filing. **Monument Box.** This survey work shall consist of installing or adjusting monument boxes included on the plans. When it is necessary to set a monument within a monument box in accordance with Title 38 CRS and State Board Rules and Policies. If the monument meets the physical standard as stated by the State Board and is situated within the finished roadway, a monument box shall be installed. When an existing monument box, due to construction, will no longer meet the physical standard set by the State Board, the box shall be replaced or adjusted to meet those standards.

**MEASUREMENT: Survey Monuments, Monument Boxes, and Adjust Monument Boxes** will be measured by the actual number of the various types installed and accepted by the Engineer. Measurement for locating survey monuments will be by the hour as approved by the Engineer.

**Scope of Block Corner Reference Monumentation.** To reference and replace the block corner reference monuments commonly known as 5x5's or 5 offs within the City of Colorado Springs in advance of proposed removal and replacement of sidewalks and pedestrian ramps.

The locations of Block Corner Reference monuments can be aided using the City Springs View Website or contacting City survey staff.

Method of Survey: Conventional Survey practices (Total Station and Steel Tape) shall be used in lieu of GPS. A minimum of three (3) substantial ties are to be set for each block corner reference to be rehabilitated. Set tie locations shall not be in the vicinity or similar materials of property corners to avoid confusing the tie with the property corner. Ties shall be removed after monument rehabilitation. Required tolerance of set monuments shall be +/- 0.02 of a foot of original monument location.

Surveyor is responsible for coordination with contractor and City of Colorado Springs staff on scheduling and preservation of reference ties during and after construction. Block corner reference monuments shall be set within 30 days of concrete placement. A Referenced Monument Restoration Record shall be recorded at the El Paso County Clerk and Recorder (Record form available from City of Colorado Springs Survey Staff).

Monuments (supplied by contracted surveyor) to be set are countersunk flush with concrete surface using a Berntsen 1.17" copper concrete markers (BP2) imprinted with the PLS number of the Surveyor in responsible charge and "5x5" or "5 OFF" as required. The referenced location to be punched on survey cap in field.

**PAYMENT** The accepted quantities will be paid for at the contract unit price for each of the pay items

listed below that appear in the bid schedule. No payments will be made before the proposed work schedule is submitted. Legible signed and sealed copies of survey records shall be submitted on a monthly basis to the Engineer for completed work before payment is made for that pay item.

Before final payment is made, the following three items shall be completed, bear the seal and signature of the responsible PLS and have copies submitted to the Construction Project Manager for review prior to being deposited with the county in accordance with Title 38 CRS, Property – Real and Personal, State Board Rules and Policies and MOU:

(1) All survey records.

(2) The Project Control Diagram (new, supplemental or amended).

The Presurvey Conference – Construction Surveys, equipment calibrations, and survey records will not be paid for separately but shall be included in the work. Payment will be made under:

Pay Item	Pay Unit
Survey Monument (Type)	Each
Monument Box	Each
Adjust Monument Box	Each
Traffic control for monumentation and related surveying will be under traffic control.	



**REVISION TO SECTION 900**  
**CONCRETE WASHOUT STRUCTURE**

Section 900 shall be revised to include:

This work includes the containment, removal and disposal of concrete waste and concrete wash water by furnishing, maintaining and removing portable concrete washout bins.

Method of Measurement:

Measurement of concrete washout structures will be based on the contract quantity of bins in place. Alternate methods of concrete washout may be employed by the Contractor at the expense of the Contractor. Alternate methods of concrete washout will not be measured.

Basis of Payment shall include the following pay items:

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Concrete Washout Structure	EA

Payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing, placing, maintaining, and transporting concrete washout.

## FORCE ACCOUNT ITEMS

### DESCRIPTION

This special provision contains the City'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

<u>Force Account Item</u>	<u>Estimated Quantity</u>	<u>Amount</u>
F/A Minor Contract Revisions	F.A.	\$30,000
F/A On the Job Trainee	0 HRS	\$ 0

#### F/A Minor Contract Revisions

- This work consists of minor work authorized and approved by the Engineer in writing, which is not included in the contract plans or specifications and is necessary to accomplish the scope of work for this contract.
- This work consists of providing any plants, seed, topsoil, aggregate, labor, equipment, supplies, materials, transportation, handling, storage, and performing all operations in connection with restoring areas disturbed during the course of construction to a condition that existed prior to disturbance as directed by the Engineer.
- This work consists of adjusting, repositioning, cutting, capping or extending existing irrigation system components as required, authorized and/or directed by the Engineer. Conflicts with the irrigation systems are not shown on the plans but will be identified in the field.

F/A On the Job Trainee – This work is described in Standard Special Provision, "On the Job Training".

### **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:

MUTCD, Typical Applications or City equivalent applications:

- TA-3 Work on Shoulders
- TA-6 Shoulder Work with Minor Encroachment
- TA 15 Work in Center of the Road with Low Traffic Volumes
- TA 18 Lane Closure on a Minor Street

The Contractor shall submit, in writing, the proposed Method of Handling Traffic (MHT) for the initial phase of construction. When a different MHT is required for a subsequent construction phase, it must be submitted one week prior to starting that phase. The MHT shall have signature lines for the TCS, Prime Contractor and the Engineer. All proposed MHT's shall be approved, in writing, by the Engineer. Approval of the proposed MHT is intended to indicate those items for which payment is to be made. Such approval does not relieve the Contractor of liability specifically assigned to him under the contract.

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.

Work that interferes with traffic on holidays, any day of a three-day or four-day holiday weekends, or the any day that conflicts with an event at Memorial Park will not be permitted.

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

The Contractor shall install construction traffic control devices where they do not block or impede other existing traffic control devices.

The Contractor shall maintain 10' minimum lane widths and 2' minimum shy distances at all times, unless approved by the Engineer.

Vehicle parking for the Contractor's personnel or subcontracted personnel will be prohibited where it conflicts with safety, access, or the flow of traffic.

The Contractor shall have no vertical drop-off immediately adjacent to traffic, greater than one inch in height, left unprotected. The Contractor shall erect and maintain warning lights, signs, barricades, and sufficient safeguards around all excavations, embankments, and obstructions. During non-construction periods (evenings, weekends, holidays, time-count suspensions, etc.) all work shall be adequately protected to insure the safety of vehicular and pedestrian traffic. Excavations or holes shall be filled in and surfaced with temporary asphalt, fenced or barricaded when unattended.

The Contractor shall maintain continuous access through the project for pedestrians, bicyclists, and persons with disabilities that meet the standards of the PROWAG.

The Contractor shall leave the construction site clean and remove all debris. If the Engineer determines that the Contractor did not exercise reasonable care to protect the parking areas, street or sidewalk from unnecessary damage while accomplishing the work, the Contractor will be required to restore the damaged items to their original condition at the Contractors expense.

## UTILITIES

Known utilities within or adjacent to the limits of this project are listed below along with primary contacts for each:

<u>Company</u>	<u>Contact Person</u>	<u>Contact Number</u>
Colorado Springs Utilities Gas/Electric	Ginny Halvorson	(719) 668-5567
Colorado Springs Utilities Water/Sewer	Adam Baker	(719) 668-4737
Communication Companies	Local Field Engineer	TBD as needed

**The work listed below shall be completed by the Contractor or their agents:**

Coordination, cooperation, and protection of utilities shall be included in the work.

Incidental adjustments of existing valve covers, pull boxes, or hand holes not shown in the plans shall be performed by the Contractor and included in the work.

### General

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

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 three (3) business days prior to commencing such operations. Contact the Utility Notification Center of Colorado (UNCC) at 811 to have locations of UNCC-registered lines marked by member companies. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavation or grading.

If a utility conflict arises and the Contractor is unable to construct *any* of the proposed improvements after diligent coordination with the utility companies and the Engineer, the Engineer may approve a time count suspension period for the Contractor not to exceed 10 working days. If a time count suspension is granted, the Contractor will not be assessed working days and these utility impacts will be considered a planned excusable and non-compensable delay. The Contractor shall inspect and maintain required traffic control devices during the time count suspension. Payment for traffic control management and inspection will be made under the applicable contract bid item(s). No additional payment will be allowed for the traffic control devices.

**SCHEDULE E – CDOT SPECIAL PROVISIONS**  
**FOLLOWS THIS PAGE**

## SCHEDULE E - COLORADO DEPARTMENT OF TRANSPORTATION REVISED STANDARD SPECIAL PROVISIONS

STANDARD SPECIAL PROVISIONS		
		No. of
Name	Date	Pages
Revision of Sections 101 and 106 - Buy America Requirements	(Jan. 08, 2024)	5
Revision of Section 109 – Prompt Payment (Local Agency)	(Oct. 01, 2022)	2
Affirmative Action Requirements – Equal Employment Opportunity	(Oct. 01, 2022)	10
Certified Payroll Requirements for Construction Contracts	(Oct. 01, 2022)	1
Disadvantaged Business Enterprise (DBE) Requirements (Local Agency)	(Oct. 01, 2022)	11
Minimum Wages, Colorado, U.S. Dept. of Labor General Decision Number CO20230008, MOD 1 Highway Construction for El Paso, Pueblo, and Teller counties.	(Feb. 24, 2023)	6
On the Job Training	(Oct. 01, 2022)	5
Required Contract Provisions – Federal-Aid Construction Contracts	(June 18, 2021)	13

Revision of Sections 101 and 106  
Buy America and Build America, Buy America Requirements for Projects Containing Federal-Aid Highway  
Funding in the Amount Less Than \$500,000

Notice

The Standard Special Provision (SSP) on the following page revises or modifies CDOT's *Standard Specifications for Road and Bridge Construction*. The Construction Engineering Services Branch has reviewed, approved, and issued it. Use as written without change. Do not use modified versions of it on CDOT construction projects. Do not use the following special provision on CDOT projects in a manner other than specified in the instructions without approval by CDOT's Standards and Specifications Unit. The instructions for use appear below.

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

**Instructions for use on CDOT (and local agency-administered) construction projects:**

Use this standard special provision on all federal-aid highway (FHWA) funded (CDOT and Local Agency administered) Infrastructure projects that have a federal funding Construction Phase authorization date that has occurred on or after October 23, 2023, and that contains federal-aid funding, but the total federal-aid highway funding is less than \$500,000. Design Project Managers should consult with their respective Region Business Office or HQ Business Office to determine the type and amount of federal-aid highway funding that has been or will be used in the projects. The less than \$500,000 threshold is to be based on the aggregate (total amount) of federal aid funding used or to be used in all phases of the project including Construction and any preliminary engineering phases (e.g., Right-of-way, Utilities, Design, Environmental, or Miscellaneous).

**Sections 101 and 106 of the Standard Specifications are hereby revised as follows:**

**Add the following to Subsection 101.02:**

**Build America, Buy America (BABA) Requirements:** Division G, title IX, subtitle A, parts I-II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58) and 2 CFR Parts 184 and 200. The "domestic content procurement preference" set forth in section 70914 of the Build America, Buy America Act, requires that all construction materials and manufactured products incorporated into the project are produced in the United States.

**Buy America (BA) Requirements:** FHWA Buy America statutory provisions are in [23 U.S.C.313](#) and the regulatory provisions are in [23 CFR 635.410](#), which requires that all of the steel and iron incorporated into the project is produced in the United States. For other policy and guidance links, see the [FHWA Construction Program Guide](#).

**Buy America Preferences for Infrastructure Projects:** Requirements for federal-aid funded highway projects as outlined and encompassed in [2 CFR Part 184](#).

**Component:** An article, material, or supply, whether manufactured or unmanufactured, incorporated directly into: (i) a manufactured product; or, where applicable, (ii) an iron or steel product.

**Construction Material:** Includes an article, material, or supply that consist of only one of the following items listed means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2). To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.



- (1) The listed items are:
  - i. Non-ferrous metals;
  - ii. Plastic and polymer-based products (including polyvinylchloride [PVC], composite building materials, and polymers used in fiber optic cables);
  - iii. Glass (including optic glass);
  - iv. Fiber optic cable (including drop cable);
  - v. Optical fiber;
  - vi. Lumber;
  - vii. Engineered wood; and
  - viii. Drywall.
- (2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

**Cost of Components for Manufactured Products:** In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (i) or components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (ii) or components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (i) of this section, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

**Infrastructure Project:** Includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

**Iron or Steel Product:** Articles, materials, or supplies that consists wholly or predominantly of iron or steel or a combination of both. Typical iron and steel products subject to Buy America preferences include, but is not limited to, structural and reinforcing steel incorporated into pavements, bridges, and buildings (such as maintenance facilities); steel rail; and other equipment.

**Manufactured Product:**

- (1) Articles, materials, or supplies that have been:
  - i. Processed into a specific form and shape; or
  - ii. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

**Manufacturer:** The entity that performs the final manufacturing process that produces a manufactured product.

**Predominantly of iron or steel or a combination of both:** Means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized

in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

**Produced in the United States:**

- (1) Steel or Iron Products: All manufacturing processes, from the initial melting/smeltering stage through the application of coatings, occurred in the United States.
- (2) Manufactured Products:
  - i. The product was manufactured in the United States; and
  - ii. The cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product.
- (3) Construction materials: All manufacturing processes for the construction material occurred in the United States per 106.11(f) of this specification.

**Section 70917(c) Materials:** Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See section 70917(c) of the Build America, Buy America Act.

**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. The Special Notice to Contractors Section of the FMM, and the requirements therein, shall be considered a contractual document when this specification is included.
- (b) *Categorization of articles, materials, and supplies.*
  - (1) An article, material, or supply should only be classified into one of the following categories:
    - i. Iron or steel products;
    - ii. Manufactured products;
    - iii. Construction materials; or
    - iv. Section 70917(c) materials.
  - (2) An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in paragraph (b)(1) of this section. The classification of an article, material, or supply as falling into one of the categories listed in paragraph (b)(1) must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.
  - (3) An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.
- (c) *Steel or Iron Products.* All manufacturing processes, including the application of a coating, for all steel or iron products permanently incorporated in the work shall have occurred in the United States of America. All manufacturing processes include the processes that change the raw ore or scrap metal into a finished steel or iron product.

The Contractor shall obtain and maintain on file Buy America certifications that every process from either the original smelting or melting operation, including the application of a coating, performed on steel or iron products either has or has not been carried out in the United States of America. These Buy America certifications apply to every steel and iron product that requires pre-inspection, pretesting, certified test results, or a certificate of compliance. Shipping invoices, bar lists, and mill test reports shall accompany

the Buy America certifications. These Buy America certifications shall be obtained from each supplier, distributor, fabricator, and manufacturer that has handled each steel or iron product. These Buy America certifications shall create a chain of custody trail for every supplier, distributor, fabricator, and manufacturer that handled the steel or iron product and shall include certified mill test reports with heat numbers from either the original smelting or melting operation. Prior to the permanent incorporation or payment for the steel or iron products, the Contractor shall also provide a copy of these certifications to the Project Engineer. The Contractor shall allow the State, FHWA, and their representatives access to the Buy America certifications including supporting documentation upon request. The lack of these certifications will be justification for rejection of the steel or iron product.

Before the permanent incorporation into the project and before payment for steel or iron products, the Contractor shall also provide the following for every iron or steel product that is delivered:

- (i) *Contractor Compliance Certification.* The compliance certification document shall certify in writing that the Contractor has received and reviewed the Buy America certifications and supplied them to the Project Engineer; the certification(s) and supporting documentation is on file and complies with the Buy America requirements; and when requested, the Contractor has submitted the required documentation to FHWA or other CDOT representatives.
- (ii) *Monthly Summary of Buy America Certifications.* The Contractor shall also maintain a document that summarizes the date and quantity of all steel and iron material delivered to the project. This summary document shall include the pay item, quantity of material delivered to the project, delivered cost of the pay item, and the quantity of material installed by the monthly progress payment cutoff date. The summary document shall reconcile the pay item for the material delivered to the project to the Buy America certifications. The summary document shall also include the delivered cost of all foreign steel or iron delivered and permanently incorporated into the project, if applicable. The Contractor shall also submit a summary document for each month that no steel or iron products are incorporated into or delivered to the project. The Contractor shall submit the summary document to the Engineer by the monthly progress payment cutoff date.

The Contractor shall obtain and maintain on file Buy America certifications that every process from either the original smelting or melting operation, including the application of a coating, performed on steel or iron products either has or has not been carried out in the United States of America. These Buy America certifications apply to every steel and iron product that requires pre-inspection, pretesting, certified test results, or a certificate of compliance. Shipping invoices, bar lists, and mill test reports shall accompany the Buy America certifications. These Buy America certifications shall be obtained from each supplier, distributor, fabricator, and manufacturer that has handled each steel or iron product. These Buy America certifications shall create a chain of custody trail for every supplier, distributor, fabricator, and manufacturer that handled the steel or iron product and shall include certified mill test reports with heat numbers from either the original smelting or melting operation. Prior to the permanent incorporation or payment for the steel or iron products, the Contractor shall also provide a copy of these certifications to the Project Engineer. The Contractor shall allow the State, FHWA, and their representatives access to the Buy America certifications including supporting documentation upon request. The lack of these certifications will be justification for rejection of the steel or iron product.

This requirement will not prevent a minimal use of foreign steel or iron, provided the total cost, including delivery to the project, of all such steel and iron products does not exceed 1/10 of one percent (i.e., 0.1%) of the total contract cost or \$2,500, whichever is greater. When there is foreign steel or iron permanently incorporated into the project, the Contractor shall provide documentation of the project delivered cost of that foreign steel or iron to the Project Engineer.

- (d) *Manufactured Products.* The FHWA's 1983 Buy America Final Rule, (see <https://www.fhwa.dot.gov/programadmin/contracts/112583.cfm>) waive the application of Build America, Buy America requirements for manufactured products that do not include steel and iron components. However, Buy America requirements apply to steel or iron components of manufactured

products (i.e. steel wire mesh or steel reinforcing components of precast reinforced concrete products).

(e) *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.

(f) *Project Level Waivers.* The Federal Highway Administration is responsible for processing and approving all waivers, including waivers requested by recipients and on behalf of subrecipients. More information on Buy America waivers can be found in the Field Materials Manual Special Notice to Contractors.

If a Contractor desires to pursue a waiver they shall notify the CDOT Project Engineer in writing who will then submit it to the CDOT Materials & Geotechnical Services Unit, Pavement Design and Documentation Services Program. The Pavement Design and Documentation Services Program will review it and forward it to the FHWA Division Office for consideration.

A Contractor's decision to pursue any waivers on the project shall not waive or otherwise nullify any provisions of the Contract. In addition, the time to obtain a waiver shall be considered a non-excusable, non-compensable delay and Liquidated Damages (per Subsection 108.09) will be enforced should the Contract Time (original or as-amended) expire due to the approval or non-approval of a waiver.

The Contractor will not be entitled to an extension of contract time due to the approval or non-approval of a waiver and no such claim will be considered.

**REVISION OF SECTION 109  
PROMPT PAYMENT  
(LOCAL AGENCY)**

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

Delete subsection 109.06(e) and replace with the following:

- (e) *Prompt Payment.* The Contractor shall pay subcontractors and suppliers for all work which has been satisfactorily completed within seven calendar days after receiving payment for that work from the Local Public Agency (LPA). For the purpose of this section only, work shall be considered satisfactorily complete when the LPA has made payment for the work. The Contractor shall include in all subcontracts a provision that this requirement for prompt payment to subcontractors and suppliers must be included in all subcontracts at every tier. The Contractor shall ensure that all subcontractors and suppliers at every tier are promptly paid. If the Contractor or its subcontractors fail to comply with this provision, the Engineer will not authorize further progress payment for work performed directly by the Contractor or the noncompliant subcontractor until the required payments have been made. The Engineer will continue to authorize progress payments for work performed by compliant subcontractors.

Delete subsection 109.06(f)5 and replace with the following:

5. In determining whether satisfactory completion has been achieved, the Contractor may require the subcontractor to provide documentation such as certifications and releases, showing that all laborers, lower-tiered subcontractors, suppliers of material and equipment, and others involved in the subcontractor's work have been paid in full. The Contractor may also require any documentation from the subcontractor that is required by the subcontract or by the Contract between the Contractor and the LPA or by law such as affidavits of wages paid, material acceptance certifications and releases from applicable governmental agencies to the extent that they relate to the subcontractor's work.

Delete subsection 109.06(f)8 and replace with the following:

8. If additional quantities of a particular item of work are required at a later date after final measurement has been made, the Contractor shall perform this work in accordance with Contract requirements and at unit bid prices.

For this subsection only, satisfactory completion of all work described on CDOT Form No. 205 is when all tasks called for in the subcontract as amended by changes directed by the Engineer have been accomplished and documented as required by the LPA.

The requirements stated above do not apply to retainage withheld by the LPA from monies earned by the Contractor. The LPA will continue to process the release of that retainage based upon the completion date of the project as defined in the Commencement and Completion of Work special provision.

Delete subsection 109.06(f)9 and replace with the following:

9. If during the prosecution of the project a portion of the work is partially accepted in accordance with subsection 105.21(a), the Contractor shall release all subcontractors' retainage on the portion of the partially accepted work performed by subcontractors. Prior to the LPA releasing the Contractor's retainage on work that has been partially accepted in accordance with subsection 105.21(a), the Contractor shall submit to the Engineer a certified statement for each subcontractor that has participated in the partially accepted work. The statement shall certify that the subcontractor has been paid in full for its portion of the partially accepted work including release of the subcontractor's

retainage. The statement shall include the signature of a legally responsible official for the Contractor, and the signature of a legally responsible official for the subcontractor.

Delete subsection 109.06(g) and replace with the following:

- (g) *Good Cause Exception.* If the Contractor has “good cause” to delay or withhold a subcontractor’s progress payment, the Contractor shall notify the LPA and the subcontractor in writing within seven calendar days after receiving payment from the LPA. The notification shall specify the amount being withheld and provide adequate justification for withholding the payment. The notice shall also clearly state what conditions the subcontractor must meet to receive payment. “Good cause” shall include but not be limited to the failure of the subcontractor to make timely submission of required paperwork.

Delete subsection 109.06(h) and replace with the following:

- (h) *Monthly Reporting.* On a monthly basis, the Contractor shall submit the Form 1418, Monthly Payment Report, to the Engineer along with the project schedule updates, in accordance with subsections 108.03(g). Failure to submit a complete and accurate Form 1418 shall be grounds for CDOT to withhold subsequent payments or retainage from the Contractor.

October 1, 2022

## 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

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

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a

geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this specification, and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the Invitation for Bids and on the plans. In cases where the work is in two or more counties covered by differing percentage goals, the highest percentage will govern.

#### **B. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

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

1. As used in these Specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
  - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and



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

a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

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

shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

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

### **C. SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES.**

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

contractors and subcontractors.) The Contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

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

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

- (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.

8. Unions. If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women with the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the State highway agency.

9. Subcontracting.

- a. The Contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.
- b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports.

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



October 01, 2022

**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.

October 01, 2022

**REVISION OF  
DISADVANTAGED BUSINESS  
ENTERPRISE (DBE) REQUIREMENTS**

**1. Definitions.**

Terms not defined in this special provision shall have the meaning provided in the *CDOT Standard Specifications for Road and Bridge Construction*.

- A. *CDOT Form 1414 Anticipated DBE Participation Plan*. Document that lists all of the bidder's DBE Commitments and submitted with the bid.
- B. *CDOT Form 1415 Commitment Confirmation*. Document confirming the bidder's Commitments and submitted post-bid.
- C. *CDOT Form 1416 Good Faith Effort Report*. Document that details the actions taken to meet the Contract Goal.
- D. *CDOT Form 1417 Approved DBE Participation Plan*. Document that lists the bidder's approved Commitments at the time of Contract award.
- E. *CDOT Form 1432 Commercially Useful Function Questionnaire*. Document that records and verifies each DBE's CUF for Eligible Participation.
- F. *Commitment*. A portion of the Contract, identified by dollar amount and work area, designated by the bidder or Contractor for participation by a particular DBE. Commitments are initially submitted to CDOT via Form 1414 and/or Form 1415.
- G. *Commercially Useful Function (CUF)*. Responsibility for the execution of the work and carrying out such responsibilities by actually performing, managing and supervising the work per Section 8 of this special provision.
- H. *Contract Goal*. The percentage of the Contract designated by CDOT for DBE participation as specified by the Project Special Provision *Disadvantaged Business Enterprise (DBE) Contract Goal*. For determining whether the Contract Goal was met before award, the Contract Goal will be based upon the proposal amount excluding force account items. In the event a Contract Modification Order increases the amount of the Contract, as described in Section 6 of this special provision, the Contract Goal shall be based on the Total Earnings Amount.
- I. *DBE Program Manual*. The manual maintained by the Civil Rights & Business Resource Center (CRBRC) detailing CDOT's policies and procedures for administering the DBE program.
- J. *Disadvantaged Business Enterprise (DBE)*. A Colorado-certified Disadvantaged Business Enterprise listed on the Colorado Unified Certification Program (UCP) DBE Directory.
- K. *Eligible Participation*. Work by a DBE which counts as valid DBE participation on the Contract and may be used towards fulfillment of a Commitment.
- L. *Good Faith Efforts*. All necessary and reasonable steps to meet the Contract Goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain

sufficient DBE participation, even if not fully successful. Good Faith Efforts are evaluated before award and throughout performance of the Contract. For guidance on Good Faith Efforts, see Section 4 of this special provision below.

- M. *Joint Check.* A check issued by the Contractor or one of the Contractor's subcontractors to a DBE firm and a material supplier or other third party for materials or services to be incorporated into the work.
  - N. *Race-Neutral.* DBE Participation on the Contract obtained through customary competitive procedures.
  - O. *Reduction.* Lessening the Commitment amount to a DBE. A Reduction constitutes a partial termination and includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE with the Contractor's own forces or to have that work performed by a business entity other than the committed DBE.
  - P. *Subcontractor.* An individual, firm, corporation or other legal entity to whom the Contractor sublets part of the Contract, as per Section 101 in the *Standard Specifications for Road and Bridge Construction*. For purposes of this special provision, the term Subcontractor includes suppliers.
  - Q. *Substitution.* When a Contractor seeks to find another DBE to perform work on the Contract as a result of a Reduction or Termination.
  - R. *Termination.* When a Contractor no longer intends to use a DBE for fulfillment of a Commitment.
  - S. *Total Earnings Amount:* Amount of the Contract earned by the Contractor, including approved Contract Modification Orders and approved force account work performed, but not including deductions for liquidated damages, price reduced material, work time violations, overweight loads or liens. The amount of the Contract earned does not include plan force account items (i.e. OJT, pavement incentives, etc.).
  - T. *Work Code.* A code to identify the work that a DBE is certified to perform as a DBE. A work code includes a six digit North American Industry Classification System (NAICS) number plus a descriptor. Work Codes are listed on a firm's profile on the UCP DBE Directory. The Contractor may contact the CRBRC to receive guidance on whether a work code covers the work to be performed.
2. **Overview.** The Disadvantaged Business Enterprise (DBE) Program is a federally-mandated program that seeks to ensure non-discrimination in the award of U.S. Department of Transportation (DOT)-assisted contracts and to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts. When a Contract Goal for DBE participation is set pursuant to the U.S. Department of Transportation's DBE Program, the apparent low responsible bidder must show that they have committed to DBE participation sufficient to meet the Contract Goal or has otherwise made Good Faith Efforts to do so in order to be awarded the Contract.

The Contractor's progress towards the Contract Goal will be monitored throughout the Contract to ensure the fulfillment of the Contractor's DBE Commitments. Modifications to the Commitments must receive prior approval. If the amount of the Contract increases during the performance of the Contract, the Contractor must make Good Faith Efforts to obtain additional DBE participation to meet the Contract Goal. Final payment to the Contractor may be reduced if the Contractor has failed to fulfill Commitments and/or make Good Faith Efforts to meet the Contract Goal following an increase in the amount of the Contract. The Contractor may be subject to the withholding of payment and/or other contractual remedies if the Contractor does not comply with the requirements of this special provision.

For general assistance regarding the DBE program and compliance, contact CDOT's CRBRC or the CDOT Region Civil Rights Office overseeing the project. For project specific issues, contact the Engineer or CDOT Regional Civil Rights Office.

All forms referenced by this special provision can be found on the CDOT website in the CDOT Forms Catalog: <http://www.codot.gov/library/forms>.

3. **Contract Assurance.** By submitting a proposal for this Contract, the bidder agrees to the following assurance and shall include the following paragraph verbatim in all subcontracts including those with non-DBE firms:

The Contractor, subrecipients of DOT-assistance through CDOT, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CDOT deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

4. **Good Faith Efforts.** Good Faith Efforts may be required before award and/or during Contract performance. Good Faith Efforts should include, but are not limited to, reaching out to DBEs that could perform subcontracting opportunities on the Contract, breaking out contract work items into economically feasible units (e.g., smaller tasks or quantities) to facilitate DBE participation even when the bidder/Contractor might otherwise self-perform these items, negotiating in good faith with DBEs and not refusing to utilize a DBE for price alone, and other efforts to obtain DBE participation on the Contract. For additional guidance on making Good Faith Efforts see 49 CFR Part 26 Appendix A.

- (a) *Bidding Requirements.* When a Contract Goal is established, the Contract may not be awarded until the apparent low responsible bidder has demonstrated Good Faith Efforts to meet the Contract Goal by either:
- Documenting sufficient Commitments to meet the Contract Goal, or
  - Documenting adequate Good Faith Efforts to meet the Contract Goal even though they did not obtain enough Commitments to do so.

A Commitment may be made to a firm at any tier. The apparent low responsible bidder must have received a quote from a DBE in order to claim a Commitment to a DBE.

- (1) *Anticipated Participation Plan.* All bidders shall submit Form 1414 listing Commitments obtained from DBEs, with their proposal, even if such Commitments do not meet the Contract Goal. If the apparent low responsible bidder has not obtained any Commitments or if the Contract Goal is 0% and the apparent low responsible bidder is electing not to make voluntary Commitments, they shall still submit Form 1414 documenting zero anticipated participation. Failure to submit a signed Form 1414 shall result in rejection of the proposal and the apparent low responsible bidder deemed non-responsive. The apparent low responsible bidder shall ensure that Commitments, and the resulting estimated Eligible Participation, have been properly calculated before submitting their proposal. If the apparent low responsible bidder is a DBE seeking Eligible Participation credit for self-performance, the apparent low responsible bidder shall include themselves in Form 1414, list the work to be self-performed, and the amount that the bidder intends to count as Eligible Participation.

- (2) *Utilization Plan.*

- a. *CDOT Advertised Projects.* These projects will require the submission of a DBE Utilization Plan (UP) via B2GNow. The apparent low responsible bidder shall submit the UP within five days of bid opening. In order to complete the UP, the apparent low responsible bidder shall obtain and upload in B2GNow a completed Form 1415 for each DBE listed on Form 1414. If the total Eligible Participation submitted on the Form 1414 and/or confirmed on Form 1415 did not meet the Contract Goal, the apparent low responsible bidder shall also submit Form 1416 with the UP in B2GNow. The Form 1416 should include any supporting documentation which the apparent low responsible bidder would like to be considered as evidence of their Good Faith Efforts. If a non-DBE was selected in lieu of a DBE, the apparent low responsible bidder shall include all quotes from the non-DBE and DBE firms.

The apparent low responsible bidder shall complete Section 1 of the Form 1415 and the DBE shall complete Section 2 of Form 1415. The Commitment in Form 1415 shall be consistent with the Commitment listed on Form 1414. If a Commitment is made to second tier or lower DBE subcontractor, the apparent low responsible bidder maintains responsibility for the fulfillment of the Commitment and shall sign the Form 1415. The apparent low responsible bidder shall not Terminate, Reduce, or Substitute a Commitment listed on Form 1414 without following the procedures outlined in Section 5 below. Increases in the Commitment amount do not require CDOT approval per the procedures in Section 5 below.

- b. *Projects Not Advertised by CDOT.* The apparent low responsible bidder shall submit to the project owner a completed Form 1415 for each DBE listed on the Form 1414 by 4:30 pm on the fifth day after bid opening. If the total Eligible Participation submitted on the Form 1414 and/or Form 1415 does not meet the Contract Goal, the apparent low responsible bidder shall also submit Form 1416 along with any supporting documentation of the apparent low responsible bidder's Good Faith Efforts. If a non-DBE was selected in lieu of a DBE, the apparent low responsible bidder shall include all quotes from the non-DBE and DBE firms.

The apparent low responsible bidder shall complete Section 1 of the Form 1415 and the DBE shall complete Section 2 of Form 1415. The Commitment in Form 1415 shall be consistent with the Commitment listed on Form 1414. If a Commitment is made to second tier or lower DBE subcontractor, the apparent low responsible bidder maintains responsibility for the fulfillment of the Commitment and shall sign the Form 1415. The apparent low responsible bidder shall not Terminate, Reduce, or Substitute a Commitment listed on Form 1414 without following the procedures outlined in Section 5 below. Increases in the Commitment amount do not require approval per the procedures in Section 5 below.

- (3) *Good Faith Effort Review Before Award.* The Forms 1414, 1415, and UP (for CDOT advertised projects) will be evaluated to ensure that each Commitment is valid and all Eligible Participation has been properly calculated. The apparent low responsible bidder may be required to provide additional information in order to confirm the accuracy of a Commitment.

If the apparent low responsible bidder's Forms 1414, 1415, and UP (for CDOT advertised projects) claimed that the Contract Goal was met but the total estimated Eligible Participation of the Commitments does not meet the Contract Goal, the apparent low responsible bidder will be given two working days to amend their Commitments by submitting amended Form(s) 1415 and UP (for CDOT advertised projects). If the total Eligible Participation on the amended Commitments do not meet the Contract Goal, the apparent low responsible bidder shall submit Form 1416 and provide documentation of their Good Faith Efforts.

When the total estimated Eligible Participation of the Commitments does not meet the Contract Goal, the Form 1416 and all supporting documentation will be evaluated per Appendix A of 49 CFR Part 26. The apparent low responsible bidder will be deemed to not have made Good Faith Efforts if a Commitment lists a DBE for a work area for which the DBE is not certified and the apparent low responsible bidder cannot establish a reasonable basis for the error. Commitments made after submission of the bid will only be considered for acceptance if the bidder demonstrates that (1) Good Faith Efforts were made before submission of the bid, and (2) there is reasonable justification for not obtaining sufficient Commitments before submission of the bid.

The apparent low responsible bidder will be notified in writing if CRBRC determines that Good Faith Efforts to meet the Contract Goal were not demonstrated. The apparent low responsible bidder may request administrative reconsideration as outlined in subsection 4(a)(4) of this special provision. CDOT will include instructions on how to request administrative reconsideration in the written Good Faith Effort determination.

- (4) *Administrative Reconsideration.* The apparent low responsible bidder will be provided an opportunity to request administrative reconsideration if the CRBRC determines that the apparent low responsible bidder did not demonstrate Good Faith Efforts to meet the Contract Goal. The independent Administrative Reconsideration Official is the CDOT Chief Engineer or designee, provided that such designee did not participate in the original determination. The CRBRC will provide the Administrative Reconsideration Official with a copy of the Good Faith Effort notice issued to the apparent low responsible bidder. The apparent low responsible bidder shall have five working days from the date of the Good Faith Effort determination notice to submit a written request for administrative reconsideration. The written request shall include the apparent low responsible bidder's basis for reconsideration, including any supporting documentation which they would like to be considered. The written request shall also include a statement as to whether the apparent low responsible bidder would like an in-person or telephonic hearing before the Administrative Reconsideration Official. If the apparent low responsible bidder does not specify a hearing request, the right to a hearing will be waived and administrative reconsideration will be based on the available record, as well as any written documentation provided by the apparent low responsible bidder. If the apparent low responsible bidder requests a hearing, the Administrative Reconsideration Official will establish a date and time for the hearing and send written notice at least two working days in advance of the hearing. The Administrative Reconsideration Official may waive the two-day requirement if holding the hearing sooner is determined to be in the public interest. The Administrative Reconsideration Official may request additional documentation. A copy of all requests and responses shall be provided to all parties. The Administrative Reconsideration Official will issue the final determination as to whether the apparent low responsible bidder demonstrated Good Faith Efforts to meet the Contract Goal. The determination of the Administrative Reconsideration Official is final.

- (5) *Approval.* Upon a determination that the apparent low responsible bidder has demonstrated Good Faith Efforts to meet the Contract Goal, the apparent low responsible bidder will be issued Form 1417 or an approved UP in B2GNow (for CDOT advertised projects), documenting the approved Commitments on the Contract.

5. **Commitment Modifications.** The Contractor shall fulfill Commitments unless the Contractor obtains approval for Termination, Reduction, or Substitution. Unless approved, the Contractor will not be entitled to payment for the work or materials pertaining to an unapproved Termination, Reduction, or Substitution. During the performance of the Contract, the Contractor shall use Form 1420, *DBE Participation Plan Modification Request* to communicate all requests for Termination, Reduction, and/or Substitution. One Form 1420 may include multiple Commitment modification requests and must be submitted to CDOT at the time of the occurrence or, if that is not possible, within a reasonable time of the occurrence requiring Termination, Reduction, and/or Substitution. Failure by the Contractor to carry out the requirements of this section is a material breach of the Contract and may result in the termination of the Contract or other established remedies.

(a) *Good Cause Requirement.* Termination, Reduction, and/or Substitution will not be approved unless the Contractor has Good Cause to modify the Commitment. Good Cause includes, but is not limited to:

- i. The DBE fails or refuses to execute a written contract;
- ii. The DBE fails or refuses to perform the work of their subcontract consistent with normal industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Contractor or one of their subcontractors;
- iii. The DBE fails to meet reasonable, nondiscriminatory bond requirements;
- iv. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness;
- v. The DBE is ineligible to work because of suspension or debarment proceedings or other state law;
- vi. The DBE is not a responsible contractor;
- vii. The DBE voluntarily withdraws from the project and provides written notice;
- viii. The DBE is ineligible to receive DBE credit for the work required;
- ix. The DBE owner dies or becomes disabled and is unable to complete the work;
- x. The DBE ceases business operations or otherwise dissolves; or
- xi. Other documented Good Cause that compels termination.

Good Cause does not exist if the Contractor seeks Termination so that the Contractor can self-perform the work for which the DBE was engaged or solely so that the Contractor can Substitute another DBE or non-DBE contractor after Contract award. When work Committed to a DBE is eliminated or reduced and such change is not due to and/or initiated by the Contractor, the change shall be Good Cause for Termination or Reduction. Upon approval of a Termination and/or Reduction, the Contractor will be subject to the Substitution requirements of subsection 5(d) of this special provision.

(b) *Notice to the DBE.* The Contractor shall notify the DBE in writing of the Contractor's intent to Terminate, Reduce, or Substitute, and the underlying reason(s) before submitting the Form 1420 requesting the proposed Commitment modification. In the notice of intent, the Contractor shall provide the DBE at least five days to respond to the notice and inform the Contractor of the reasons, if any, why the DBE objects to the proposed Commitment modification. The Contractor is not required to provide the five days written notice in cases where the DBE in question has provided written notice they are withdrawing from their subcontract or purchase order. The notice period may be reduced if determined to be in the public interest by the project owner.

Following the notice period, the Contractor shall submit a Form 1420 to request approval of the proposed Commitment modification, along with written documentation of the notice given to the DBE.

- (c) *Determination.* The Contractor will be notified in writing of the Good Cause determination and whether the modification request is approved or denied.
- (d) *Substitution Requirement.* When a Commitment is Terminated or Reduced (including when a DBE withdraws), the Contractor shall make Good Faith Efforts to find another DBE to Substitute for the original DBE. These Good Faith Efforts shall be directed at finding another DBE to perform at least the same amount, but not necessarily the same type, of work under the Contract as the participation that was Terminated or Reduced up to the Contract Goal. To make a Substitution, the Contractor may:
  - i. Make a new Commitment to any unperformed work on the Contract by providing a completed Form 1415, Commitment Confirmation for each new DBE Commitment;
  - ii. Increase the amount of an existing Commitment for any unperformed work on the Contract by submitting a revised Form 1415 for that Commitment; or
  - iii. Utilize any Race-Neutral Eligible Participation on the Contract performed before the Form 1420 submission as part of their Good Faith Efforts pursuant to this subsection by submitting a completed Form 1420.

If the Contractor has not obtained sufficient Substitutions up to the Contract Goal, the Contractor shall submit evidence of Good Faith Efforts to Substitute via the Form 1416 *Good Faith Effort Report*. The Contractor shall have seven days from the submission date of the Commitment modification request (Form 1420) to submit documentation of Substitutions and/or Form 1416 evidencing Good Faith Efforts to obtain sufficient Substitutions despite failing to do so. This period may be extended at the discretion of CDOT.

6. **Contract Modification Orders.** When one or more Contract Modification Orders, as defined in CDOT's *Standard Specifications for Road and Bridge Construction*, adds new work items or increases the total dollar amount of the Contract, the Contractor is required to make Good Faith Efforts to obtain additional Eligible Participation sufficient to meet the Contract Goal on the Total Earnings Amount. Under this section, the Contractor may obtain additional Eligible Participation by:

- i. Making a new Commitment to any unperformed work on the Contract by providing a completed Form 1415, *Commitment Confirmation* for each new DBE Commitment;
- ii. Increasing the amount of an existing Commitment for any unperformed work on the Contract by submitting a revised Form 1415 for that Commitment;
- iii. Utilizing other Eligible Participation on the Contract as part of Good Faith Efforts pursuant to this Section by submitting a completed Form 1420.

When the Contractor elects to obtain additional Eligible Participation under subpart (iii), such Eligible Participation does not need to be included as part of an approved Commitment. However, the Contractor is responsible to provide a completed Form 1420 documenting all additional Eligible Participation obtained under subpart (iii) before, or at the time of, Contract finalization.

If the Contractor determines they will be unable to obtain additional Eligible Participation sufficient to meet the Contract Goal on the Total Earnings Amount following a Contract Modification Order(s), the Contractor shall provide documentation of Good Faith Efforts to obtain additional DBE participation by submitting a completed Form 1416, along with any supporting documentation which they would like considered as evidence of Good Faith Efforts. The Form 1416 must be submitted within a reasonable



time of the Contractor's initial determination that they will be unable to obtain additional Eligible Participation sufficient to meet the Contract Goal on the Total Earnings Amount. The Contractor may be required to provide additional documentation. The Contractor's Good Faith Efforts to obtain additional Eligible Participation, or lack thereof, will be considered when assessing any potential payment reductions to the Contractor per Section 9 of this special provision.

When one or more Contract Modification Orders, as defined under subsection 101.18 of CDOT's *Standard Specifications for Road and Bridge Construction*, reduces work items or decreases the total dollar amount of the Contract, any approved Commitments on the Contract continue to be binding on the Contractor unless Good Cause is established to Substitute, Terminate, and/or Reduce the Commitment per Section 5 of this special provision.

7. **Counting.** In order for work performed by a DBE to count as Eligible Participation, the following criteria must be met:

- (a) *DBE Certified to Perform the Work.* The DBE must be certified by the Colorado UCP in the work to be performed. DBEs are certified in particular areas of work which are designated by a Work Code. Each DBE's Work Codes can be found on their profile on the Colorado UCP DBE Directory.

The DBE must be certified to perform the work, and not under suspension, upon submission of the Commitment and upon execution of the DBE's subcontract. When a Commitment has been made, but upon review of the Form 205, *Sublet Permit Application*, or Form 1425, *Supplier Application Approval Request*, the DBE is no longer certified in the Work Code which covers the work to be performed, the Contractor may not use the DBE's participation as Eligible Participation. The Contractor shall Terminate the DBE Commitment and seek Substitution(s) per subsection 5(d) of this special provision. However, a DBE's work will continue to count as Eligible Participation if the DBE was certified upon approval of the Form 205 or Form 1425 but the certification status changes during the performance of the work. Suppliers must be certified upon execution of the purchase order.

- (b) *Work Included in Commitment and/or Verified via Form 205 or Form 1425.* The work performed by the DBE must be reasonably construed to be included in the work area and Work Code identified by the Contractor in an approved Commitment or verified via Form 205 or Form 1425. The work identified on a Form 1425 shall not count against the Contractor's 30 percent as required under CDOT's *Standard Specifications for Road and Bridge Construction*.

If the Contractor intends to use a DBE for work in order to fulfill an existing Commitment to that DBE but the work was not listed in the original Commitment (Form 1415), the Contractor shall submit a request for modification per Section 5 of this special provision to include the new area of work to be performed. Unapproved work may count as Eligible Participation on the Contract but may not be used towards the fulfillment of the original Commitment to the DBE. A DBE Commitment cannot be modified to include work for which the DBE was not certified at the time of the approval of the original Commitment unless such work is in addition to the original Commitment.

Form 205 will be reviewed to determine whether the work being sublet is consistent with the Contractor's Commitments. Approval of the sublet request may be withheld if the Contractor has Reduced, Terminated, or otherwise modified the type or amount of work to be performed by a DBE without seeking advanced approval.

- (c) *Work Performed by DBE.* The work must be actually performed by the DBE with their own forces. For purposes of this specification, work performed by the DBE with their own forces includes work by temporary employees, provided such employees are under the control of the DBE; the cost of supplies and materials obtained by the DBE for their work on the Contract, provided that such supplies are not purchased or leased from the Contractor or a subcontractor that is subletting to the DBE; the cost of any equipment leased by the DBE, provided that such equipment is not leased from the Contractor or a subcontractor that is subletting to the DBE.

When a DBE subcontracts part of the work, the value of the subcontracted work shall be counted as Eligible Participation only if the subcontractor is a DBE and meets the criteria of this special provision. Performance of subcontracted work by non-DBE subcontractors, including non-DBE trucking firms and owner-operators, is not Eligible Participation and may not be used towards the fulfillment of a Commitment, the Substitution requirements under Section 5(d) of this special provision, and/or additional Eligible Participation under Section 6 of this special provision.

- (d) *Payment Received for Work.* The DBE must receive payment, including the release of their retainage, in order for the work to count as Eligible Participation.
- (e) *Special Calculations for Suppliers.* When a DBE supplies goods or materials for a project, the DBE may be classified as a manufacturer, dealer or broker. The DBE's status as a manufacturer, dealer or broker is determined on a contract-by-contract basis, based upon the actual work performed, per 49 CFR Part 26.55(e). When a DBE is deemed to be acting as a manufacturer, 100 percent of the cost of the materials and/or supplies will count as Eligible Participation. When a DBE is deemed to be acting as a regular dealer (non-manufacturer supplier), only 60 percent of the cost of the materials and/or supplies will count as Eligible Participation. When a DBE is deemed to be acting as a broker, only the reasonable brokerage fee will count as Eligible Participation.
- (f) *Service Fees.* For a DBE firm providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, the fees and commissions charged by the DBE shall count as Eligible Participation, provided the fees are not excessive as compared with fees customarily allowed for similar services. In the case of DBE temporary employment placement agencies, only the placement fee for a temporary employee that will be specifically and exclusively used for work on the contract shall count as Eligible Participation; the hourly fee does not count as Eligible Participation unless the firm is also certified in the work to be performed.
- (g) *Joint Venture Calculation.* When a DBE is a participant in a joint venture, the DBE must submit Form 893, *Information for Determining DBE Participation when a Joint Venture Includes a DBE*, to determine how much of the work performed by the joint venture may be considered Eligible Participation. To ensure sufficient time for review, Form 893 shall be submitted to CDOT no less than ten days before the submission of the bid or, if requested during the Contract, the point at which the DBE will begin work.
- (h) *Commercially Useful Function.* Upon a determination that a DBE has not performed a Commercially Useful Function (CUF) on the project, no participation by such DBE is Eligible Participation. DBE performance on the Contract will be monitored to ensure each DBE is performing a CUF. The DBE, Contractor, and any other involved third parties may also be subject to additional enforcement actions as described in Section 9 of this special provision.

The amount of work subcontracted, industry practices, the amount the firm is to be paid compared to the work performed and eligible participation claimed, and any other relevant factors will be considered in evaluating whether a DBE is performing a CUF. With respect to material and supplies used on the Contract, the DBE must be responsible for negotiating price, determining quality and quantity, ordering the material, installing the material, if applicable, and paying for the material itself in order to perform a CUF.

With respect to trucking, the DBE trucking firm must own and operate at least one fully licensed, insured, and operational truck used on the Contract in order to perform a CUF. Additionally, the DBE trucking firm must be responsible for the management and supervision of their entire trucking operation on the Contract. Work by a DBE trucking firm will count as Eligible Participation only if the work was performed (i) with trucks owned and insured by the DBE trucking firm and those trucks were operated by drivers employed by the DBE trucking firm or (ii) with trucks leased by the DBE trucking firm from another DBE firm including owner operators who are certified DBEs. The DBE who leases trucks from another DBE receives credit for the transportation services the lessee DBE provides on the contract.

A DBE does not perform a CUF when their role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation. Similar transactions involving non-DBEs will be evaluated in order to determine whether a DBE is an extra participant. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of their contract or subcontract with their own work force, or the DBE subcontracts a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved, CDOT will presume the DBE is not performing a CUF. The DBE may present evidence to rebut this presumption.

CUF will be evaluated using Form 1432 per Section 8(a) below.

- (i) *Joint Checks.* All Joint Checks must be approved before they are used in payment to a DBE. Joint Checks used in payments to DBEs will be monitored closely to ensure the DBE is performing a CUF and the Joint Checks are not being used in a discriminatory manner. The Contractor shall request approval for the use of a Joint Check in a written letter signed by the DBE and the Contractor, stating the reason for the Joint Checks and the approximate number of checks that will be needed. Failure to receive approval of a Joint Check may result in not counting such payment as Eligible Participation.

## **8. Contract Finalization**

- (a) *Form 1432.* In order to have work performed and/or supplies provided by a DBE on the Contract count as Eligible Participation, the Contractor must submit a Form 1432 for that DBE. The Form 1432 must be signed by the DBE, Contractor and Project Engineer. Work performed and/or supplies provided on the Contract by a DBE Commitment will not count as Eligible Participation without a corresponding Form 1432 and the Contractor may be subject to a payment reduction as described in subsection 8(b) of this special provision.
- (b) *Payment Reduction.* The Contractor's retainage will not be released until a determination is made as to whether the Contractor will be subject to a payment reduction. The Contractor will be subject to a payment reduction for any unapproved Termination, Reduction, and/or Substitution. Additionally, the Contractor will be subject to a payment reduction for any portion of a Commitment that was not fulfilled. The Contractor will not be subject to duplicate payment reductions for the same offense. The amount of the payment reduction may be adjusted if the Contractor demonstrates that a failure to fulfill a Commitment or otherwise

meet their obligations under this special provision was due to circumstances outside of their control.

9. **Other Enforcement.** As necessary, participants may be reviewed or investigated. All participants, including, but not limited to, DBE firms and applicants for DBE certification, complainants, and contractors using DBE firms to meet contract goals, are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information.

Participants shall not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by the DBE program or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the DBE program. Failure to comply with this paragraph shall be a ground for appropriate action against the party involved (with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility, and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

Upon a determination that a Contractor or subcontractor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other impermissible business arrangement, or if the Contractor engages in repeated violations, falsification or misrepresentation, any fraudulent or misrepresented DBE participation shall not count as Eligible Participation, progress payments may be withheld from the Contractor commensurate with the violation, the Contractor's prequalification status may be suspended, the matter may be referred to the Office of Inspector General of the U.S. Department of Transportation for investigation and/or any other available contractual remedy may be sought.

February 24, 2023

**U.S. DEPT. OF LABOR DAVIS BACON MINIMUM WAGES, COLORADO  
HIGHWAY CONSTRUCTION, GENERAL DECISION NUMBER – CO20230008**

Decision Nos. CO20230008 dated January 6, 2023 supersedes Decision Nos. CO20220008 dated January 7, 2022.		Modifications			ID
		MOD Number	Date	Page Number(s)	
When work within a project is located in two or more counties and the minimum wages and fringe benefits are different for one or more job classifications, the higher minimum wages and fringe benefits shall apply throughout the project.		1	2/24/23	1	1
General Decision No. CO20230008 applies to the following counties: El Paso, Pueblo, and Teller counties.					
General Decision No. CO20230008					
<b>The wage and fringe benefits listed below reflect collectively bargained rates.</b>					
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod	
	<b>ELECTRICIAN:</b>				
1199	El Paso, Teller	34.90	17.25		
1200	Pueblo	29.80	13.00 + 3%		
	<b>POWER EQUIPMENT OPERATOR:</b>				
	<b>Drill Rig Caisson</b>				
1201	Smaller than Watson 2500 and similar	33.30	13.30		1
1202	Watson 2500 similar or larger	33.48	13.30		1
	<b>Crane</b>				
1203	50 tons and under	33.83	13.30		1
1204	51 - 90 tons	33.48	13.30		1
1205	91 - 140 tons	35.28	13.30		1
General Decision No. CO20230008					
<b>The wage and fringe benefits listed below do not reflect collectively bargained rates.</b>					
	<b>CARPENTER:</b>				
1206	Excludes Form Work	24.15	6.25		
	<b>Form Work Only</b>				
1207	El Paso, Teller	19.06	5.84		
1208	Pueblo	19.00	5.88		
	<b>CEMENT MASON/CONCRETE FINISHER:</b>				

1209	El Paso, Teller	17.36	3.00	
1210	Pueblo	17.74	3.00	
General Decision No. CO20230008 <b>The wage and fringe benefits listed below do not reflect collectively bargained rates.</b>				
<i>Code</i>	<i>Classification</i>	<b>Basic Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Last Mod</b>
1211	<b>FENCE ERECTOR</b>	13.02	3.20	
1212	<b>GUARDRAIL INSTALLER</b>	12.89	3.20	
	<b>HIGHWAY/PARKING LOT STRIPING:</b>			
1213	Painter	12.62	3.21	
	<b>IRONWORKER:</b>			
	<b>Reinforcing</b> (Excludes Guardrail Installation)			
1214	El Paso, Teller	20.49	1.65	
1215	Pueblo	16.69	5.45	
1216	<b>Structural</b> (Excludes Guardrail Installation)	18.22	6.01	
	<b>LABORER:</b>			
1217	Asphalt Raker	17.54	3.16	
1218	Asphalt Shoveler	21.21	4.25	
1219	Asphalt Spreader	18.58	4.65	
	<b>Common or General</b>			
1220	El Paso	17.05	3.69	
1221	Pueblo	16.29	4.25	
1222	Teller	16.88	3.61	
1223	Concrete Saw (Hand Held)	16.29	6.14	
1224	Landscape and Irrigation	12.26	3.16	
1225	Mason Tender - Cement/Concrete	16.29	4.25	
1226	Pipelayer	18.72	3.24	
1227	Traffic Control (Flagger)	9.55	3.05	
1228	Traffic Control (Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags), (Excludes Flaggers)	12.43	3.22	
1229	<b>PAINTER (Spray Only)</b>	16.99	2.87	

South Academy Boulevard Improvements: Airport Road  
to Academy Loop Drive Project Special Provisions  
November 6, 2023

Project No. STU M240-154  
Project Code: 19809  
Colorado Springs, CO

General Decision No. CO20230008				
<b>The wage and fringe benefits listed below do not reflect collectively bargained rates.</b>				
<i>Code</i>	<i>Classification</i>	<b>Basic Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Last Mod</b>
	<b>POWER EQUIPMENT OPERATOR:</b>			
1230	Asphalt Laydown	22.67	8.72	
1231	Asphalt Paver	21.50	3.50	
	<b>Asphalt Roller</b>			
1232	El Paso, Teller	24.42	6.96	
1233	Pueblo	23.67	9.22	
1234	Asphalt Spreader	22.67	8.72	
	<b>Backhoe/Trackhoe</b>			
1235	El Paso	23.31	5.61	
1236	Pueblo	21.82	8.22	
1237	Teller	23.32	5.50	
1238	Bobcat/Skid Loader	15.37	4.28	
1239	Boom	22.67	8.72	
	<b>Broom/Sweeper</b>			
1240	El Paso, Teller	23.43	8.04	
1241	Pueblo	23.47	9.22	
	<b>Bulldozer</b>			
1242	El Paso	26.56	7.40	
1243	Pueblo, Teller	26.11	6.92	
1244	Drill	17.59	3.45	
1245	Forklift	15.91	4.68	
	<b>Grader/Blade</b>			
1246	El Paso	22.83	8.72	
1247	Pueblo	23.25	6.98	
1248	Teller	23.22	8.72	
1249	Guardrail/Post Driver	16.07	4.41	



General Decision No. CO20230008				
<b>The wage and fringe benefits listed below do not reflect collectively bargained rates.</b>				
<i>Code</i>	<i>Classification</i>	<b>Basic Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Last Mod</b>
	<b>POWER EQUIPMENT OPERATOR (cont'd.):</b>			
	<b>Loader</b> (Front End)			
1250	El Paso	23.61	7.79	
1251	Pueblo	21.67	8.22	
1252	Teller	23.50	7.64	
	<b>Mechanic</b>			
1253	El Paso	22.35	6.36	
1254	Pueblo	24.02	8.43	
1255	Teller	22.16	6.17	
	<b>Oiler</b>			
1256	El Paso	23.29	7.48	
1257	Pueblo	23.13	7.01	
1258	Teller	22.68	7.11	
	<b>Roller/Compactor</b> (Dirt and Grade Compaction)			
1259	El Paso	16.70	3.30	
1260	Pueblo, Teller	18.43	4.62	
1261	Rotomill	16.22	4.41	
1262	Scraper	24.28	4.83	
	<b>Screed</b>			
1263	El Paso, Teller	25.22	5.74	
1264	Pueblo	23.67	9.22	
1265	Tractor	13.13	2.95	

General Decision No. CO20230008				
<b>The wage and fringe benefits listed below do not reflect collectively bargained rates.</b>				
<i>Code</i>	<i>Classification</i>	<b>Basic Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Last Mod</b>
	<b>TRUCK DRIVER:</b>			
	<b>Distributor</b>			
1266	El Paso, Teller	17.98	3.97	
1267	Pueblo	18.35	3.85	
	<b>Dump Truck</b>			
1268	El Paso, Teller	16.85	4.83	
1269	Pueblo	16.87	4.79	
1270	Lowboy Truck	17.25	5.27	
1271	Mechanic	26.69	3.50	
1272	Multi-Purpose Specialty & Hoisting Truck	17.27	3.71	
1273	Pickup and Pilot Car	13.93	3.68	
1274	Semi/Trailer Truck	16.00	2.60	
1275	Truck Mounted Attenuator	12.43	3.22	
	<b>Water Truck</b>			
1276	El Paso	17.24	4.15	
1277	Pueblo	20.93	4.98	
1278	Teller	17.31	4.07	

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

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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)).

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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.

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### **WAGE DETERMINATION APPEALS PROCESS**

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

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

**END OF GENERAL DECISION NO. CO20230008**

October 01, 2022

## ON THE JOB TRAINING

This On-the-Job Training (OJT) special provision is an implementation of 23 U.S.C, 140(a), a federal requirement to provide equal opportunity and training on federal-aid construction projects. The Contractor shall meet the requirements of the FHWA 1273 for all apprentices and trainees. For additional guidance, please look at the OJT Contractor Manual.

### 1. Goal Setting

CDOT will set OJT goals for every federally-assisted project. Goals for the projects will be set based on the criteria that is outlined in the 23 CFR Part 230, Appendix B to Subpart (A):

- A. Availability of minorities, women, and disadvantaged persons for training;
- B. The potential for effective training;
- C. Duration of the contract;
- D. Dollar value of the contract;
- E. Total normal workforce that the average bidder could be expected to use;
- F. Geographic location;
- G. Type of work;
- H. The need for journey-level workers in the area;
- I. Recognition of the state's goal;
- J. A satisfactory ratio of trainees to journeymen expected to be on the workforce.

The number of required training hours will be identified in the Contract. The following chart provides guidelines based on contract value, but the required number of hours will be determined by CDOT after consideration of the aforementioned variables.

Contract dollar value	Training hours to be provided on the project
Up to 1 million	0
>1 - 2 million	320
>2 - 4 million	640
>4 - 6 million	1280
>6 - 8 million	1600
>8 - 12 million	1920
>12 - 16 million	2240
>16 - 20 million	2560
For each increment of \$5 million, over \$20 million	1280

## **2. Training Plan Options**

CDOT accepts the following training programs:

- A. CDOT's pre-approved classifications utilization program (PAC-UP);
- B. A registered U.S. Department of Labor training program or apprenticeship program;
- C. Approved programs through workforce centers and through specific groups like Colorado Contractors Association (CCA) and Western Colorado Contractors Association (WCCA);
- D. A Contractor specific plan approved by CDOT and the Federal Highway Administration (FHWA).

The minimum length and type of training for each skilled craft shall be as established in the training program selected by the Contractor.

When one or more approved plans are chosen, the Contractor shall submit the OJT Contractor Commitment to Meet OJT Requirements, CDOT Form 1337 to the Engineer. Additional pre-approved training programs and/or additional apprentices/trainees may be utilized at any point throughout the project. The plan option(s) that the Contractor chooses will be effective for the duration of the project.

## **3. Journey-Level Worker to Apprentice/Trainee Ratio**

The OJT goal requirement shall be met through approved trainee(s)/apprentice(s) working on the CDOT project under the supervision of a journey-level worker. For the CDOT Pre-Approved Classification Training Programs (PAC-UP), the apprentice/trainee ratio to journey-level worker shall not exceed a one to one ratio for all classifications, and the Contractor shall not exceed 25 percent of the workforce as trainees/apprentices at any time. Furthermore, it is at CDOT's discretion that a stricter ratio guideline may be imposed as outlined in the specific training classification. For all other approved programs, the apprentice/trainee ratio shall be as outlined in the specific program. When apprentices/trainees are on the job without proper supervision as outlined above, they shall be paid full Davis-Bacon wages.

## **4. Trainee Selection**

Two components must be considered when choosing a trainee:

- A. The intent of this program is for Contractors to recruit and train entry-level individuals or individuals who will be working within new classifications and guide them toward journey-level status in that specific classification. A trainee will not be approved in any classification for which they have already obtained journey-level status.
- B. Another intent of the OJT program is the primary consideration for the Contractor to use minorities, women, and disadvantaged persons to fulfill the trainee roles, and as such, the Contractor shall make every effort to enroll such individuals in the program by using "systematic and direct recruitment through public and private sources."

The consideration to include women and minorities is based on the regulation; however, it will not be used to systematically deny any one person or group from the opportunity to be a part of the OJT program. CDOT may reject non-minority male trainees for entry into the program if it is determined that a Contractor failed to make sufficient good faith efforts (GFE) to hire minorities or female trainees and/or the Contractor failed to document or submit evidence of its GFE to do so. CDOT will consider a Contractor's documentation of all GFE on a case-by-case basis and will take into account the items listed in the goal setting section of this specification. For more information, please see Section 11 of this specification.

## **5. OJT Apprentice/Trainee Approval**

As a condition of the OJT program, the Contractor will:

- A. Notify all employees at the start of employment and at a minimum of at least once per year regarding the available training programs, positions, and eligibility requirements. The Contractor shall document that this information was conveyed to and received by employees.
- B. Provide each trainee with a copy of his or her enrollment form (if applicable) and the training program within a month of starting the chosen plan.

The OJT submittals (CDOT Form 1337, Contractor Commitment to Meet OJT Requirements; CDOT Form 832, Trainee Status and Evaluation; CDOT Form 838, OJT apprentice/trainee Record) shall be filled out completely and approved or rejected by CDOT. If the apprentice/trainee is working within the proposed classification before approval is granted, full Davis-Bacon prevailing wages shall be paid to the individual.

The Regional Civil Rights Office must approve the CDOT Form 838 prior to any of the hours counting toward the OJT goal. If there is a CDOT delay that is completely outside of the Contractor's responsibility for approval of the apprentices/trainees, and if approval is ultimately granted, the date that will be utilized will be ten business days after the date that the CDOT Form 838 was submitted.

The Contractor shall retain full responsibility for meeting the training requirements imposed by this special provision.

#### **6. Eligible Work Activities that Count Toward the Training Goal**

The work hours that are completed on the site of work and per the training documents for approved apprentices/trainees in approved classifications and programs will apply toward the project goal. Hours for work performed outside the individual's approved training classification will not count toward the project OJT goal and the individual shall be paid full applicable prevailing wage.

Job shadowing can apply toward the project goal if it is written into the specific training plan. If the Contractor is using CDOT's PAC-UP training program, job shadowing can apply toward the project goal when the approved employee is performing within the "Observation" component of the plan (hours vary by classification). Non-CDOT project hours will not be accepted toward the project goal.

Although US DOL apprenticeship programs can use the reduced wages for any CDOT job (with or without an OJT goal) with approval, none of these "additional" hours may be banked or included for use as part of the required special provisions on any project other than that for which it was approved.

The Contractor may count OJT hours accomplished by a subcontractor with an approved plan. The subcontractor's trainee or apprentice, who is enrolled in any of the approved OJT programs and is contributing toward meeting a project's OJT goal hours, can count toward the project's OJT goal to satisfy the requirement of this specification. A subcontractor who chooses to participate in meeting the OJT goal shall follow the same process as the Contractor in terms of approving apprentices/trainees, submitting forms, etc. The Contractor retains the full responsibility for meeting the training requirements imposed by this special provision.

#### **7. Contractor Training and Trainee Monitoring**

The Contractor's representative (supervisor, manager, or other designee) will evaluate progress for the apprentice/trainee monthly and will provide a copy to the apprentice/trainee of the submitted CDOT Form 832 within 30 calendar days. This evaluation will include documentation of the apprentice/trainee's performance including what was done well and what needs to be improved. The Contractor training and monitoring will be evaluated through CDOT's use of the CDOT Form 200 Interview.

#### **8. Wages**

The Contractor may pay apprentice/trainee wages at a reduced rate for those that are in an approved program according to the following guidelines:

##### **US DOL Apprenticeship Programs**

Rates (at minimum) will be paid according to the scaled adjustments for a registered US DOL Apprentice. Fringe benefits (either in cash and/or bona fide benefits in lieu of cash) will be paid in full and as outlined by the bargained agreement. If fringe benefits are not mentioned as part of a bargained agreement or if there is no collectively bargained agreement, full fringe benefits will be paid as outlined through the US DOL wage decision. Approved US DOL apprenticeship programs can use the reduced wages for any CDOT project.

If the project does not have a training goal and the Contractor is seeking to pay apprenticeship rates as part of a registered US DOL Apprenticeship Program, the following documentation is required to ensure wages are being paid correctly: apprenticeship program registration, OA (formerly BAT) certificates, and collective bargaining agreement including the wage sheet.

### **Other Approved Programs**

For all other OJT wage reductions, reduced percentages are allowed for the project if there is a goal greater than zero as outlined in the 23 CFR Appendix B to Subpart A of Part 230 (as described in this section), in the collectively bargained agreement, or as outlined in the specific plans. If the Contractor chooses to pay the trainee rates, the reduced percentage shall be based only on the base rate of pay. Fringe benefits shall be paid at 100 percent of the journey-level wage. If the apprentice/trainee is working within the proposed classification before approval is granted, full Davis-Bacon prevailing wages shall be paid to the apprentice/trainee.

The minimum trainee wage (base and fringe) shall be no less than \$13.00 per hour. Trainees shall be paid at minimum:

First half of the training period -- at least 60 percent of the appropriate minimum journey-level rate

Third quarter of the training period -- at least 75 percent of the appropriate minimum journey-level rate

Last quarter of the training period -- at least 90 percent of the appropriate minimum journey-level rate

### **9. Contractor Reporting**

The Contractor shall keep all data associated with the trainees and the project for a period of at least three years from the closing date of the Contract.

### **10. Reimbursement to Contractors**

For the purposes of reimbursement, the Contractor will have satisfied its responsibilities under this specification if CDOT has determined that it has fulfilled the acceptable number of training hours. Contractors will be reimbursed at a rate of \$10.00 per hour per (approved) trainee for all OJT hours worked in approved classifications up to the project goal.

The Contractor will be reimbursed for no more than the amount outlined in the OJT Force Account budget.

### **11. OJT Good Faith Efforts (GFE)**

CDOT recognizes two explanations of good faith efforts: (1) The Contractor will be required to prove an effort has been made to achieve a diversified workforce, but it has not yet been accomplished, or (2) The attempt has been made to meet the number of required OJT hours by using approved trainees or apprentices in approved classification(s) utilizing approved plans, but the Contractor cannot meet the required number of hours. In either case, a GFE will be required, and the Region Civil Rights Office will make the determination.

- A. If the Contractor does not meet its OJT project goal with the inclusion of some female and/or minority trainees, the Contractor may be requested to produce documentation of adequate good

faith efforts taken to fill that position with a minority or female applicant. Good faith efforts are designed to achieve equal opportunity through positive, assertive, and continuous result-oriented measures. Good faith efforts should be taken as hiring opportunities arise.

- B. If the Contractor does not meet its OJT project goal, the Contractor may submit a CDOT Form 1336, Waiver Request for Contract's OJT Hours. On the form, the Contractor shall outline and submit all good faith efforts made when it is believed that the required number of training hours will not be met. If GFE is not demonstrated and approved, The Contractor will be subject to payment reductions outlined in the Disincentive Section.

If a good faith effort has been denied by CDOT, the Contractor may ask for reconsideration by the Region Civil Rights Manager and the Resident Engineer for the region where work is being performed. Additionally, if requested by the Contractor, the Region Civil Rights Office and the Project Engineer will meet with the Contractor to discuss the Contractor's initial Good Faith Effort determination.

## **12. Disincentive**

A failure to provide the required training without the demonstration and approval of GFE to meet the project OJT goal may result in the Region Civil Rights Office assigning the following disincentive: A sum representing the total number of hours not met in the contract shall be multiplied by the journey worker hourly wages plus fringe benefits [(hours not met) x (dollar per hour + fringe benefits) = disincentive amount].

In order to obtain the disincentive amount, the journey worker wages will be figured using the prevailing wages for the classifications outlined on the CDOT Form 1337. If a single classification is noted on the submitted CDOT Form 1337, then that one wage will be used to figure the monetary amount owed. If multiple classifications are used, then the journey worker wages of all classifications will be used to determine an average wage rate. If the Contractor does not submit any documentation toward the OJT goal, the disincentive rate will be calculated at \$30.00 per hour. CDOT will provide the Contractor a written notice at the final acceptance stage of the project informing them of the noncompliance with this specification which will include a calculation of the disincentive(s) to be assessed.



**October 01, 2022**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

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

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### ATTACHMENTS

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

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

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

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate

corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain

qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

#### **8. Reasonable Accommodation for Applicants /**

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

#### **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

#### **10. Assurances Required:**

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
  - (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;
  - (3) Liquidated damages; and/or
  - (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

- a. The records kept by the contractor shall document the following:

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

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

#### 1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records (29 CFR 5.5)

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

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

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

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

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

##### b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 29 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- 5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.
- 6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.
- 9. **Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include **disputes** between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility (29 CFR 5.5)

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).



### 3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and

(b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long- standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
  - (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
  - (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
  - (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
  - (b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
  - (c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000

and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **XII.USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to foods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, Subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills of lading) and to the Office of Cargo and Commercial Sealift (MAR -620) ), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the Contractor) 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**SCHEDULE F – CLAUSES FOR CONTRACTS SUBJECT TO FEDERAL REQUIREMENTS**

**FOLLOWS THIS PAGE**

## **SCHEDULE F - CLAUSES FOR CONTRACTS SUBJECT TO FEDERAL REQUIREMENTS**

### **1. EQUAL EMPLOYMENT OPPORTUNITY**

To view the City of Colorado Springs EEOP (Equal Employment Opportunity Plan) Utilization Report, the link is [www.coloradosprings.gov/eeop](http://www.coloradosprings.gov/eeop).

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section



204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

*H. Subcontracts.* Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

*I. Incorporation by reference.* The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

*J. Incorporation by operation of the order.* By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

*K. Adaptation of language.* Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

## **2. EQUAL EMPLOYMENT OPPORTUNITY REPORTS AND OTHER REQUIRED INFORMATION**

### *A. Requirements for prime contractors and subcontractors.*

1. Each prime contractor and subcontractor shall file annually, on or before the September 30, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress or such form as may hereafter be promulgated in its place if such prime contractor or subcontractor (i) is not exempt from the provisions of these regulations in accordance with § 60-1.5; (ii) has 50 or more employees; (iii) is a prime contractor or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of Government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: *Provided*, That any subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets requirements of paragraphs (a)(1) (i), (ii), and (iv) of this section.

2. Each person required by § 60-1.7(a)(1) to submit reports shall file such a report with the contracting or administering agency within 30 days after the award to him of a contract or subcontract, unless such person has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually in accordance with § 60-1.7(a)(1), or at such other intervals as the Deputy Assistant

Secretary may require. The Deputy Assistant Secretary may extend the time for filing any report.

3. The Deputy Assistant Secretary or the applicant, on their own motions, may require a contractor to keep employment or other records and to furnish, in the form requested, within reasonable limits, such information as the Deputy Assistant Secretary or the applicant deems necessary for the administration of the order.

4. Failure to file timely, complete and accurate reports as required constitutes noncompliance with the prime contractor's or subcontractor's obligations under the equal opportunity clause and is ground for the imposition by the Deputy Assistant Secretary, an applicant, prime contractor or subcontractor, of any sanctions as authorized by the order and the regulations in this part.

*B. Requirements for bidders or prospective contractors—*

*1. Certification of compliance with Part 60-2: Affirmative Action Programs.* Each agency shall require each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or in writing at the outset of negotiations for the contract: (i) Whether it has developed and has on file at each establishment affirmative action programs pursuant to Part 60-2 of this chapter; (ii) whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; (iii) whether it has filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

*2. Additional information.* A bidder or prospective prime contractor or proposed subcontractor shall be required to submit such information as the Deputy Assistant Secretary requests prior to the award of the contract or subcontract. When a determination has been made to award the contract or subcontract to a specific contractor, such contractor shall be required, prior to award, or after the award, or both, to furnish such other information as the applicant or the Deputy Assistant Secretary requests.

*C. Use of reports.* Reports filed pursuant to this section shall be used only in connection with the administration of the order, the Civil Rights Act of 1964, or in furtherance of the purposes of the order and said Act.[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

**3. CONSTRUCTION WAGE RATE REQUIREMENTS (DAVIS BACON) (From FAR 52.222-6)**

The term "Contracting Officer" herein shall refer to the City of Colorado Springs Contracting Specialist assigned to this contract.

**A. Definition.-"Site of the work"-**

**1. Means-**

*a. The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed.

*b. The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is-

1. Located in the United States; and
2. Established specifically for the performance of the contract or project;

2. Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided-

a. They are dedicated exclusively, or nearly so, to performance of the contract or project; and

b. They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

3. Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

B. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or

mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

C. The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination.
2. The classification is utilized in the area by the construction industry.
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division  
Employment Standards Administration  
U.S. Department of Labor  
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

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

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

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

E. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### **4. CONTRACT WORK HOURS AND SAFETY STANDARDS (from FAR 52.222-4)**

The term "Contracting Officer" herein shall refer to the City of Colorado Springs Contracting Specialist assigned to this contract.

The term "Government" herein shall refer to the City of Colorado Springs and any interested federal or state entity.

A. *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

B. *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

C. *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute

#### **D. Payrolls and basic records.**

1. The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those

required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

2. The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

E. *Subcontracts*. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

## **5. CLEAN AIR ACT**

By signing this Contract, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Further, the Contractor agrees to include this clause in all subcontracts in excess of \$150,000.

## **6. DEBARMENT AND SUSPENSION**

By signing this Contract, the Contractor certifies to the best of its knowledge and belief that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

## **7. BYRD ANTI-LOBBYING AMENDMENT**

By signing this Contract, the Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence

an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Further, the Contractor certifies that it has not engaged in lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The Contractor must require the same certification from all subcontractors with subcontracts valued in excess of \$100,000 under this Contract.

## **8. SMALL BUSINESS REQUIREMENTS**

The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- A. Placing qualified small and minority businesses and women's business enterprises on subcontract solicitation lists.
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources for subcontracting.
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **9. PROCUREMENT OF RECOVERED MATERIALS**

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **10. ANTI-KICKBACK PROCEDURES**

A. Definitions.

- 1. "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for

the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

2. "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

3. "Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

4. "Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

5. "Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

6. "Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

7. "Subcontractor," as used in this clause,

a. Means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and

b. Includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

8. "Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

B. The 41 U.S.C. chapter 87, Kickbacks, prohibits any person from --

1. Providing or attempting to provide or offering to provide any kickback;

2. Soliciting, accepting, or attempting to accept any kickback; or

3. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

C. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the



head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

The Contracting Officer may

1. offset the amount of the kickback against any monies owed by the United States under the prime contract and/or
2. direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

## **11. ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS**

A. Definition. As used in this clause--

1. "Energy-efficient product"—
  - a. Means a product that—
    - i. Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or
    - ii. Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.
2. The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

B. The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

1. Delivered.
2. Acquired by the Contractor for use in performing services at a Federally controlled facility.
3. Furnished by the Contractor for use by the Government.

4. Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

C. The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless:

1. The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or

2. Otherwise approved in writing by the Contracting Officer.

D. Information about these products is available for—

1. ENERGY STAR® at <http://www.energystar.gov/products>; and

2. FEMP at [http://www1.eere.energy.gov/femp/procurement/eeep\\_requirements.html](http://www1.eere.energy.gov/femp/procurement/eeep_requirements.html).

## **12. BUY AMERICAN—CONSTRUCTION MATERIALS**

A. Definitions. As used in this clause—

1. “Commercially available off-the-shelf (COTS) item”—

a. Means any item of supply (including construction material) that is—

i. A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));

ii. Sold in substantial quantities in the commercial marketplace; and

iii. Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

b. Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.

2. “Component” means an article, material, or supply incorporated directly into a construction material.

3. “Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

4. “Cost of components” means—

- a. For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- b. For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

5. "Domestic construction material" means—

- a. An unmanufactured construction material mined or produced in the United States;
- b. A construction material manufactured in the United States, if—
  - i. The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.
  - b. The construction material is a COTS item.

6. "Foreign construction material" means a construction material other than a domestic construction material.

7. "United States" means the 50 States, the District of Columbia, and outlying areas.

a. Domestic preference.

- i. This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR [12.505\(a\)\(2\)](#)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- ii. This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

b. The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

- i. The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

- ii. The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
- iii. The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

8. Request for determination of inapplicability of the Buy American statute.

a. Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

- i. A description of the foreign and domestic construction materials
- ii. Unit of measure
- iii. Quantity
- iv. Price
- v. Time of delivery or availability
- vi. Location of the construction project
- vii. Name and address of the proposed supplier
- viii. A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

b. A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:	_____	_____	_____
Foreign construction material	_____	_____	_____
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

### 13. INFRASTRUCTURE INVESTMENT AND JOBS ACT, BUILD AMERICA, BUY AMERICA

#### **THIS SECTION ONLY APPLIES TO PROJECTS THAT HAVE A TOTAL COST OF \$250,000 OR MORE AND THAT INCLUDE THE USE OF IRON OR STEEL.**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this Agreement may be used for a project for infrastructure unless:

A. All iron and steel used in the PROJECT are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

B. All manufactured products used in the PROJECT are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

C. All construction materials (excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives) are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

D. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

E. Definitions:

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives 46—that is or consists primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinyl/chloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber; or drywall

F. Subrecipient Agreements

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the City with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to City who in turn will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the City, who will in turn forward the disclosures to the federal awarding agency.

**SCHEDULE G – DAVIS BACON WAGES**  
**FOLLOWS THIS PAGE**

**January 5, 2024**

**Schedule G**  
**U.S. Dept. of Labor Davis Bacon Minimum Wages**  
**Colorado Highway Construction**  
**General Decision Number – CO20240008**

**Notice**

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

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

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

Use this standard special provision on all federal-aid projects with contracts exceeding \$2000, except for non-ARRA projects on roadways classified as local roads or rural minor collectors, which are exempt. Projects on local roads, rural minor collectors, and enhancement projects funded with ARRA funds are not exempt.



<b>Decision Nos. CO20240008</b> dated January 5, 2024 supersedes <b>Decision Nos. CO20230008</b> dated January 6, 2023.		<b><u>Modifications</u></b>			<b><u>ID</u></b>
		<b><u>Mod Number</u></b>	<b><u>Date</u></b>	<b><u>Page Number(s)</u></b>	
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. CO20240008 applies to the following counties: El Paso, Pueblo, and Teller counties.					
General Decision No. CO20240008 <b>The wage and fringe benefits listed below reflect collectively bargained rates.</b>					
<b>Code</b>	<b>Classification</b>	<b>Basic Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Last Mod</b>	
	<b>ELECTRICIAN:</b>				
1199	El Paso, Teller	35.70	17.52		
1200	Pueblo	31.90	14.96		
	<b>POWER EQUIPMENT OPERATOR:</b>				
	<b>Drill Rig Caisson</b>				
1201	Smaller than Watson 2500 and similar	33.30	14.20		
1202	Watson 2500 similar or larger	34.41	14.20		
	<b>Crane</b>				
1203	50 tons and under	33.83	14.20		
1204	51 - 90 tons	34.41	14.20		
1205	91 - 140 tons	35.28	14.20		
General Decision No. CO20240008 <b>The wage and fringe benefits listed below do not reflect collectively bargained rates.</b>					
	<b>CARPENTER:</b>				
1206	Excludes Form Work	24.15	6.25		
	<b>Form Work Only</b>				
1207	El Paso, Teller	19.06	5.84		
1208	Pueblo	19.00	5.88		
	<b>CEMENT MASON/CONCRETE FINISHER:</b>				
1209	El Paso, Teller	17.36	3.00		
1210	Pueblo	17.74	3.00		

General Decision No. CO20240008				
<b>The wage and fringe benefits listed below do not reflect collectively bargained rates.</b>				
<b>Code</b>	<b>Classification</b>	<b>Basic Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Last Mod</b>
1211	<b>FENCE ERECTOR</b>	13.02	3.20	
1212	<b>GUARDRAIL INSTALLER</b>	12.89	3.20	
	<b>HIGHWAY/PARKING LOT STRIPING:</b>			
1213	Painter	12.62	3.21	
	<b>IRONWORKER:</b>			
	<b>Reinforcing</b> (Excludes Guardrail Installation)			
1214	El Paso, Teller	20.49	1.65	
1215	Pueblo	16.69	5.45	
1216	<b>Structural</b> (Excludes Guardrail Installation)	18.22	6.01	
	<b>LABORER:</b>			
1217	Asphalt Raker	17.54	3.16	
1218	Asphalt Shoveler	21.21	4.25	
1219	Asphalt Spreader	18.58	4.65	
	<b>Common or General</b>			
1220	El Paso	17.05	3.69	
1221	Pueblo	16.29	4.25	
1222	Teller	16.88	3.61	
1223	Concrete Saw (Hand Held)	16.29	6.14	
1224	Landscape and Irrigation	12.26	3.16	
1225	Mason Tender - Cement/Concrete	16.29	4.25	
1226	Pipelayer	18.72	3.24	
1227	Traffic Control (Flagger)	9.55	3.05	
1228	Traffic Control (Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags), (Excludes Flaggers)	12.43	3.22	
1229	<b>PAINTER (Spray Only)</b>	16.99	2.87	

General Decision No. CO20240008				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	<b>POWER EQUIPMENT OPERATOR:</b>			
1230	Asphalt Laydown	22.67	8.72	
1231	Asphalt Paver	21.50	3.50	
	<b>Asphalt Roller</b>			
1232	El Paso	24.42	6.96	
1233	Pueblo	23.67	9.22	
1813	Teller	24.42	6.96	
1234	Asphalt Spreader	22.67	8.72	
	<b>Backhoe/Trackhoe</b>			
1235	El Paso	23.31	5.61	
1236	Pueblo	21.82	8.22	
1237	Teller	23.32	5.50	
1238	Bobcat/Skid Loader	15.37	4.28	
1239	Boom	22.67	8.72	
	<b>Broom/Sweeper</b>			
1240	El Paso, Teller	23.43	8.04	
1241	Pueblo	23.47	9.22	
	<b>Bulldozer</b>			
1242	El Paso	26.56	7.40	
1243	Pueblo, Teller	26.11	6.92	
1244	Drill	17.59	3.45	
1245	Forklift	15.91	4.68	
	<b>Grader/Blade</b>			
1246	El Paso	22.83	8.72	
1247	Pueblo	23.25	6.98	
1248	Teller	23.22	8.72	
1249	Guardrail/Post Driver	16.07	4.41	

General Decision No. CO20240008				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	<b>POWER EQUIPMENT OPERATOR (con't.):</b>			
	<b>Loader</b> (Front End)			
1250	El Paso	23.61	7.79	
1251	Pueblo	21.67	8.22	
1252	Teller	23.50	7.64	
	<b>Mechanic</b>			
1253	El Paso	22.35	6.36	
1254	Pueblo	24.02	8.43	
1255	Teller	22.16	6.17	
	<b>Oiler</b>			
1256	El Paso	23.29	7.48	
1257	Pueblo	23.13	7.01	
1258	Teller	22.68	7.11	
	<b>Roller/Compactor</b> (Dirt and Grade Compaction)			
1259	El Paso	16.70	3.30	
1260	Pueblo, Teller	18.43	4.62	
1261	Rotomill	16.22	4.41	
1262	Scraper	24.28	4.83	
	<b>Screed</b>			
1263	El Paso, Teller	25.22	5.74	
1264	Pueblo	23.67	9.22	
1265	Tractor	13.13	2.95	

General Decision No. CO20240008				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	<b>TRUCK DRIVER:</b>			
	<b>Distributor</b>			
1266	El Paso, Teller	17.98	3.97	
1267	Pueblo	18.35	3.85	
	<b>Dump Truck</b>			
1268	El Paso, Teller	16.85	4.83	
1269	Pueblo	16.87	4.79	
1270	Lowboy Truck	17.25	5.27	
1271	Mechanic	26.69	3.50	
1272	Multi-Purpose Specialty & Hoisting Truck	17.27	3.71	
1273	Pickup and Pilot Car	13.93	3.68	
1274	Semi/Trailer Truck	16.00	2.60	
1275	Truck Mounted Attenuator	12.43	3.22	
	<b>Water Truck</b>			
1276	El Paso	17.24	4.15	
1277	Pueblo	20.93	4.98	
1278	Teller	17.31	4.07	

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

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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)).

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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.

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### **Wage Determination Appeals Process**

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

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

Write to:

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

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

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

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

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

**End of General Decision No. CO20240008**

**SCHEDULE H – PPRTA SPECIAL PROVISIONS**  
**FOLLOWS THIS PAGE**

## **SCHEDULE H - PPRTA FUNDED PROJECTS SPECIAL PROVISIONS**

(Revised August 17, 2016)

PPRTA Funding Special Provision: Joint Contracts – City of Colorado Springs (the “City”) and the Pikes Peak Rural Transportation Authority (the “PPRTA”).

This Contract is a joint contract between the Contractor/Consultant (hereinafter the “Contractor”), the City, and the PPRTA. The parties therefore agree to the following:

1. Conflicts: This PPRTA Special Provision shall supersede any contrary provision of this Contract.
2. Parties: The Contractor acknowledges and understands that this Contract is funded in whole or in part by the PPRTA and administered by the City. Both the City and the PPRTA are Parties to this Contract.
3. Payments: The Contractor acknowledges and understands that all payments under this Contract shall be made to the Contractor by the PPRTA. PPRTA funding obligations shall be paid by PPRTA warrants. In the event there is joint City / PPRTA funding, then payment to the Contractor shall consist of warrants from the City and warrants from the PPRTA. The Contractor agrees to accept all payments made or proffered by the PPRTA under this Contract.
4. Bonds: All bonds under this Contract shall include the City and the PPRTA as Obligees.
5. Insurance: All insurance policies provided by the Contractor or by any sub-contractor for any work pursuant to contracts with the Contractor pursuant to this Contract shall name both the City and the PPRTA as additional insureds and shall waive all rights of subrogation, in accord with the terms of this Contract, against both the City and the PPRTA.
6. Law: This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Home Rule City; the Resolutions and Rules and Regulations of the PPRTA. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that this Contract shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor’s employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.
7. Appropriation and availability of funds: In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City’s obligations under this Contract is expressly subject to appropriation of funds by the City Council for this Contract and the availability of those appropriated funds for expenditure. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City’s obligations under this Contract, or appropriated funds may not be expended due to Constitutional or City Charter



spending limitations, then the City and the PPRTA may terminate this Contract without compensation to the Contractor. Performance of the PPRTA's obligations under this Contract is expressly subject to appropriation of funds by the PPRTA and the availability of those funds for the payment of obligations incurred under this Contract. Further, in the event that PPRTA funds are not appropriated in whole or in part sufficient for performance of the PPRTA's obligations under this Contract, or appropriated funds may not be expended due to legal limitations or non-availability, then the City and the PPRTA may terminate this Contract without compensation to the Contractor.

8. Indemnification: Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this Contract, the Contractor agrees that the Contractor shall indemnify, defend and hold harmless the PPRTA, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract. To the extent the terms of Section 13-50.5-102(8), C.R.S., are applicable to this Contract, the Contractor and the PPRTA hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor as used in Section 13-50.5-102(8)(a), C.R.S., shall be conclusively determined by a trial court at the state or federal level and (ii) the term "adjudication" used in Section 13-50.5-102(8)(c), C.R.S., shall mean a trial court order at the state or a federal level.
9. Governmental Immunity: Nothing in this Contract or in any actions taken by the PPRTA pursuant to this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.
10. Warranties: All warranties provided by the Contractor under or pursuant to this Contract to the City shall also apply to the PPRTA.
11. Final Payment: Final payment under this Contract shall be made in accord with the terms of this Contract, except that final payment shall be made by the PPRTA, and the making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the City and the PPRTA.
12. Termination or default of Contract: In all Contract provisions giving the City the right to terminate, for convenience or otherwise, or giving the City rights in the event of default by the Contractor, the term City shall also apply to the PPRTA.
13. Contract Changes: Any changes to the Contract, including but not limited to additions and/or deletions, which are not insignificant to the scope, design and requirements of the Contract shall be subject to prior approval of the PPRTA.

**SCHEDULE I – SCOPE OF WORK**  
**FOLLOWS THIS PAGE**

**SCHEDULE I - SCOPE OF WORK**  
**for**  
**SOUTH ACADEMY BOULEVARD IMPROVEMENTS: AIRPORT ROAD TO ACADEMY**  
**LOOP DRIVE PROJECT**

The City of Colorado Springs (City) is seeking best value bids from qualified, licensed, and experienced contractors to provide all labor, materials, and equipment necessary for construction of the South Academy Boulevard Improvements: Airport Road to Academy Loop Drive Project (Project) for the City of Colorado Springs Department of Public Works (Department) per specifications (Schedules D and E), the attached drawings, the City of Colorado Springs standard drawings, and the Colorado Department of Transportation Standard Specifications (2019). The Project is funded through the following sources: Federal/State (Project No. STU M240-154 / Project Code: 19809) and the City of Colorado Springs.

**I. BACKGROUND**

City Engineering is proposing to install transit improvements along Route X along Academy Boulevard and modify the access at Academy Boulevard and Wentworth Avenue. The Project will provide new bus stop pads and a  $\frac{3}{4}$  movement access at Wentworth Avenue.

It is anticipated that the City will provide Construction Management (CM) services and quality assurance materials testing.

**II. SCOPE OF CONSTRUCTION**

The Scope of Service section herein is intended only to give an overview of the nature, complexity and type of construction included in this contract. The plans and specifications provide more detailed requirements for construction.

**A. REQUIREMENTS OF THE LOCAL AGENCY MANUAL**

The City is a sub-recipient of funds authorized by the Federal Highway Authority. The Colorado Department of Transportation (CDOT) is a steward of these funds and will provide additional oversight of this Project. The CDOT Local Agency Manual describes the processes that the Local Agency must follow in order to comply with the funding requirements. The Manual requires the Contractor to prepare additional forms, certifications, applications, submittals, etc. and participate in planning, meetings, reporting, etc. that may not be required in other City projects. The CDOT Local Agency Manual is available through CDOT's website. The Contractor shall prepare, provide, and participate in all required processes. No additional compensation will be provided to the Contractor for these efforts.

**B. WORK**

The Project work generally consists of demolition of existing bus stop concrete pads curb head and retaining walls, followed by the installation of new bus stop concrete pads, curb head and retaining walls. In addition a portion of the median at Wentworth Avenue will be removed and a modified median will be constructed to allow southbound left turns to east bound Wentworth, curb and gutter, median cover and asphalt patching. Removal of stripping and new stripping of Academy Boulevard.

#### **C. SCHEDULE**

The Project contract time is 90 calendar days. The Project is anticipated to begin in the spring of 2024, but the low bidder may suggest an alternate start date based on contractor availability, material availability. The Project is anticipated to be complete before the end of the year.

#### **D. UTILITIES**

Utilities are present within the Project limits. The Project will require minor resets / vertical adjustments of pull boxes, manhole lids, valve covers and irrigation sprinkler lines & heads. Any necessary relocations/resets shall be thoroughly coordinated and monitored to minimize impacts to the utility owner and to the Contractor's construction contract.

#### **E. CONSTRUCTION TRAFFIC CONTROL**

The Contractor shall provide traffic control through the project area with the goal of expediting delivery of the completed Project and minimizing impacts to vehicular traffic, pedestrian traffic, and transit service.

#### **F. SEDIMENT CONTROL**

The Contractor shall be responsible for providing stormwater management and sediment control for the Project in accordance with the plan guidance and notes, industry standards of practice and the requirements of all applicable permits and Project specifications.

**SCHEDULE J – CONSTRUCTION PLANS**

**FOLLOWS THIS PAGE**

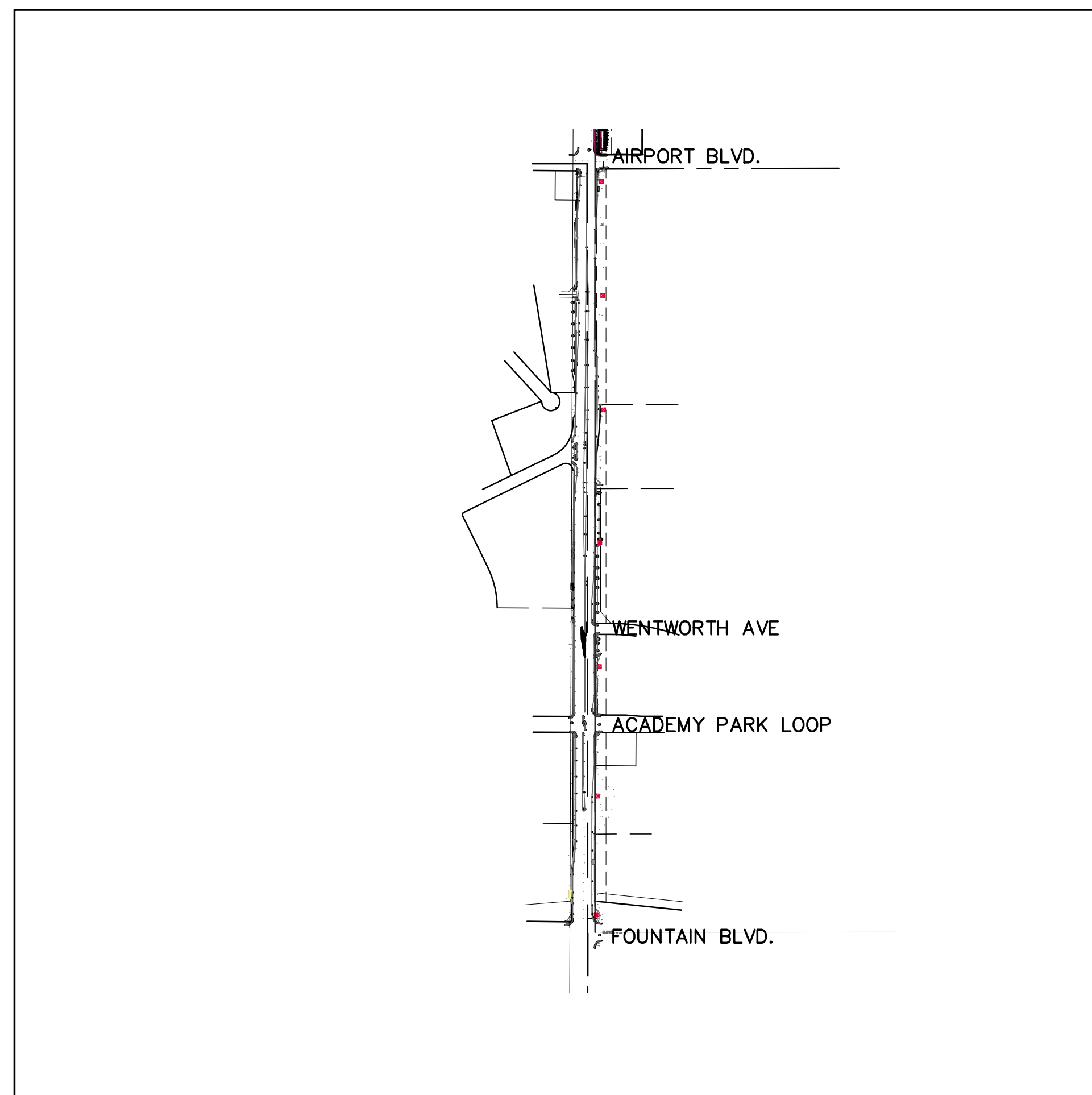
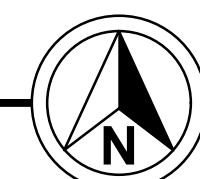


# CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

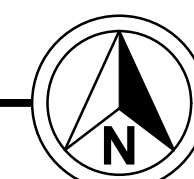
CONSTRUCTION BID PLANS FOR PROPOSED  
PROJECT NAME S. ACADEMY BLVD. IMPROVEMENTS  
PROJECT LOCATION FOUNTAIN BLVD TO EARLY SUN DRIVE  
PROJECT NO: STU M240-154; SA 19809



VICINITY MAP  
SCALE: NTS



PROJECT LOCATION MAP  
SCALE: 1"=600'



PROJECT DRAWING LIST		
SHEET NUMBER	SHEET NAME	SHEET DESCRIPTION
GENERAL SHEETS		
1	G000	COVER SHEET
2	G001	LEGEND AND ABBREVIATIONS
3	G002	GENERAL NOTES
4	G003	CONSTRUCTION NOTES
5	G004	SUMMARY OF QUANTITIES
6	G005	SWMP
CIVIL SHEETS		
7	C001	SURVEY CONTROL PLAN AND KEY MAP
8	C002	PROJECT MAP
9	C101	DEMOLITION PLAN
10	C201	IMPROVEMENT PLAN—MEDIAN CUT GRADING
11	C202	IMPROVEMENT PLAN—HORIZONTAL CONTROL & STRIPING
12–13	C401 & C402	BUS STOP EXHIBITS
14	C501	CITY STANDARD DETAILS
15	C502	BUS STOP STANDARD DETAILS

## REVIEWED BY:

CITY ENGINEERING  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY TRAFFIC ENGINEERING  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY STREETS DIVISION  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

COLORADO SPRINGS UTILITIES – WASTEWATER  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

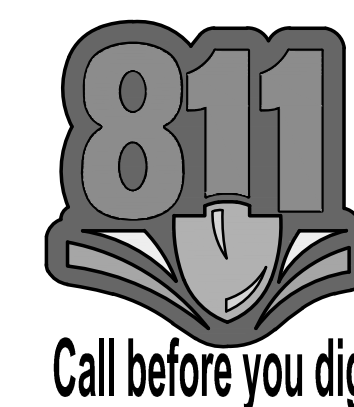
COLORADO SPRINGS UTILITIES – WATER  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

COLORADO SPRINGS UTILITIES – GAS  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

COLORADO SPRINGS UTILITIES – ELECTRIC  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

CENTURY LINK COMMUNICATIONS  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

COMCAST CABLE  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_



PROJECT MANAGER	L. D	NO. REVISION	BY	DATE
DESIGNED BY	J. S			
DRAWN BY	J. S			
CHECKED BY	L. D			
PROJECT NUMBER	2014-017			

VERIFY SCALES  
BASED ON ONE INCH ON ORIGINAL DRAWING

1" = 0'

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

CITY OF COLORADO SPRINGS  
PUBLIC WORKS / CITY ENGINEERING  
PO BOX 1575, MAIL CODE 410  
30 S. NEVADA AVE., SUITE 401  
COLORADO SPRINGS, CO 80903

CAPITAL IMPROVEMENT PROGRAM  
S. ACADEMY BLVD IMPROVEMENTS

S. ACADEMY BLVD.  
COVER SHEET

SCALE  
HORZ: AS NOTED  
VERT: N/A

FILENAME  
141700 CD GEN.DWG

SHEET  
**G000**

1 OF 15 SHEETS







N:\jobs\1417.00\Drawings\CD's\141700 CD GEN.dwg, 8/14/2023 1:11:04 PM

GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF COLORADO SPRINGS, ENGINEERING DIVISION, GENERAL PROVISIONS, SPECIAL PROVISIONS, STANDARD SPECIFICATIONS, REVISIONS TO STANDARD SPECIFICATIONS AND SUPPLEMENTAL SPECIFICATIONS, CDOT STANDARD SPECIFICATIONS, LATEST REVISION.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT ALL WORK IS PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS AND REGULATIONS AS SET FORTH BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.).
3. NO FIELD CHANGES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE PROJECT ENGINEER.
4. SUBMITTALS SHALL BE MADE FOR ALL MATERIALS TO BE INCORPORATED INTO THIS PROJECT.
5. UTILITY LINES ARE SHOWN ON THE PLAN SHEETS ARE PLOTTED FROM THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION AND PROTECTION OF ALL UTILITIES IN PLACE.
6. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 TWO BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION OR GRADING. FOR A LIST OF SPECIFIC CONTACTS SEE SPECIFICATIONS.
7. THE CONTRACTOR SHALL PROJECT AND MAINTAIN ALL UTILITIES AND STRUCTURES AFFECTED BY THE WORK AND ANY DAMAGE SHALL BE REPAIRED AND RESTORED TO THE SATISFACTION OF THE CITY OF COLORADO SPRINGS. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL UTILITY RELOCATIONS AS NECESSARY. THE CITY ENGINEERING INSPECTIONS AND UTILITY DEPARTMENTS SHALL BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK WHERE THESE DEPARTMENTS MAY BE AFFECTED.
8. THE CONTRACTOR SHALL NOTIFY THE GAS DIVISION INSPECTOR (636-5736) AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION NEAR ANY GAS FACILITIES. THE GAS DIVISION WILL RELOCATE THE GAS SERVICES REQUIRED ON AN AS NEEDED BASIS.
9. EXCAVATION AT GAS LINES: TEMPORARY COVER DURING CONSTRUCTION SHALL BE AT LEAST 18 INCHES OVER THE GAS CONDUIT. FINISH GRADE MUST BE AT LEAST 2 FEET AND NO MORE THAN 6 FEET OVER THE GAS CONDUIT.
10. IN SOME OF THE PROPOSED AREAS OF CONSTRUCTION EXISTING UNDERGROUND TELEPHONE AND CABLE TELEVISION FACILITIES MAY BE LOCATED IN CLOSE PROXIMITY TO THE WORK. THE CONTRACTOR MAY, IF NECESSARY TEMPORARILY DISPLACE THE CABLES DURING CONSTRUCTION AND REINSTALL THEM IN ACCORDANCE WITH THE APPROPRIATE TELEPHONE OR CABLEVISION COMPANY'S GUIDELINES. COORDINATION WITH BOTH THE TELEPHONE AND THE CABLE TELEVISION COMPANY IS REQUIRED TO BE DONE BY THE CONTRACTOR.
11. THE CONTRACTOR SHALL OBTAIN AN APPROVED TRAFFIC CONTROL PLAN PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.
12. THE PHYSICAL FEATURES WITHIN THE LIMITS OF THE PROJECT HAVE BEEN SHOWN BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN. THE ENGINEERING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FEATURES SHOWN. THE CONTRACTOR SHALL REVIEW AND VERIFY EXISTING PHYSICAL FEATURES AND ELEVATIONS AND INFORM THE THEMSELVES OF THE CONDITIONS TO BE ENCOUNTERED DURING THE CONSTRUCTION.
13. THE CONTRACTOR SHALL LIMIT ALL WORK AND STORAGE AREAS TO THE PUBLIC RIGHT-OF-WAYS AND EASEMENTS. USE OF ANY PRIVATE AREAS FOR THIS PROJECT BY THE CONTRACTOR MUST BE APPROVED IN WRITING BY THE PROPERTY OWNER WITH A COPY OF THIS APPROVAL PROVIDED TO THE ENGINEER PRIOR TO USAGE.
14. ALL CONSTRUCTION IS TO INCLUDE COMPACTION AND FINISH GRADING IN THE UNIT PRICE OF RELATED WORK ITEM.
15. ALL WORK SHALL BE DONE TO THE LINES, GRADES, SECTIONS, AND ELEVATIONS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER.
16. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF COLORADO SPRINGS AND THE ENGINEER.
17. THE ENGINEER SHALL BE NOTIFIED WITHIN 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
18. PAYMENT, DIMENSIONS AND RADII ARE SHOWN TO THE FLOWLINE UNLESS OTHERWISE NOTED.
19. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AND/OR TOES OF SLOPE AS SHOWN ON THE PLANS AND CROSS SECTIONS. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITIONS BY THE CONTRACTOR AT HIS/HER OWN EXPENSE. CONSTRUCTION PARKING OF VEHICLES OR EQUIPMENT. DISPOSAL OF LITTER AND ANY OTHER ACTION WHICH WOULD ALTER EXISTING CONDITIONS.
20. THE CONTRACTOR SHALL NOT REMOVE AND SHALL PROTECT FROM DAMAGE ALL TREES, BUSHES, AND EXISTING IMPROVEMENTS INSIDE AND OUTSIDE OF THE LIMITS OF WORK. SPECIFIC PROVISIONS ARE SHOWN ON THE PLANS.
21. NO TREES SHALL BE REMOVED OR TRIMMED WITHOUT PRIOR ACKNOWLEDGMENT OF THE PROPERTY OWNER AND/OR PROJECT ENGINEER.
22. THE CONTRACTOR SHALL PROTECT THE EXISTING DRAINAGE STRUCTURES AND REROUTE ANY RUNOFF AS NECESSARY DURING CONSTRUCTION ACTIVITIES TO PREVENT EROSION AND DAMAGE.
23. THE CONTRACTOR SHALL PROVIDE SAFE PEDESTRIAN ACCESS AT ALL TIMES DURING THE PROJECT.

24. THE CONTRACTOR SHALL CLOSELY MONITOR ACCESS FOR HEAVY CONSTRUCTION EQUIPMENT THROUGH THE PROJECT AND RESIDENTIAL AREAS.
25. SHOULD THE CONSTRUCTION ACTIVITY CONTINUE PAST 7:00 P.M., THE CONTRACTOR SHALL ENSURE THAT THE NOISE LEVEL DOES NOT EXCEED THE LIMITS SPECIFIED IN THE CITY ORDINANCE.
26. WHERE PAVEMENT IS TO ABUT EXISTING PAVEMENT, THE EXISTING PAVEMENT SHALL BE REMOVED TO A NEAT VERTICAL LINE BY FULL DEPTH SAWING. SAWING WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCIDENTAL TO "REMOVAL OF ASPHALT PAVEMENT". THE CONTRACTOR WILL BE REQUIRED TO PAINT THE EDGE OF CUT PAVEMENT WITH DILUTED EMULSIFIED ASPHALT (SLOW SETTING) PRIOR TO PAVING OPERATIONS. VERTICAL EDGES SHALL NOT REMAIN OVERNIGHT. DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF ONE PART EMULSIFIED ASPHALT AND ONE PART WATER.
27. WATER SHALL BE USED AS A DUST PALLIATIVE WHERE REQUIRED. LOCATION SHALL BE AS ORDERED. THE COST OF WATER SHALL BE INCIDENTAL TO OTHER BID ITEMS.
28. THE PHYSICAL FEATURES REQUIRING REMOVAL OR OBLITERATION WITHIN THE PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR ANY ASPHALT BE DISPOSED OF OFF-SITE. THE EXCEPTION IS TRAFFIC CONTROL DEVICES, WHICH SHALL BE SALVAGED FOR CITY MAINTENANCE.
29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING ANY MONUMENT, RANGE POINTS, TIES, BENCHMARKS AND/OR SURVEY CONTROL POINTS WHICH MAYBE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENT BY A REGISTERED PROFESSIONAL LAND SURVEYOR AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO.
30. THE CONTRACTOR SHALL HAVE A COPY OF ALL APPLICABLE STANDARDS ON SITE FOR THE DURATION OF THE PROJECT.
31. THE CONTRACTOR SHALL NOT STOCKPILE MATERIAL WITHIN 10 FT. OF THE EDGE OF THE TRAVELED WAY.
32. THE FOLLOWING SHALL BE FURNISHED WITH EACH BITUMINOUS PAVEMENT. THIS DEVICE SHALL BE USED ON ALL PASSES AND LIFTS OF BITUMINOUS PAVEMENT PLACE

A. A SKI TYPE DEVICE AT LEAST 30 FEET IN LENGTH.  
B. SHORT SKI OR OR SHOE.  
C. CONTROL LINE AND STAKES, SUFFICIENT FOR EACH PHASE OF THE PROJECT.
33. ANY LAYER OF BITUMINOUS PAVEMENT THAT IS TO HAVE SUCCEEDING LAYER PLACED THEREON SHALL BE COMPLETED FULL WIDTH BEFORE SUCCEEDING LAYER IS PLACE.
34. BEFORE PLACEMENT OF THE TACK COAT, THE CONTRACTOR SHALL CLEAN THE PRESENT ROADWAY AS DIRECTED. CLEANING WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF THE PROJECT.
35. A TACK COAT OF EMULSIFIED ASPHALT (SLOW SETTING) IS TO BE APPLIED BETWEEN PAVEMENT COARSE TO IMPROVEMENT BOND. DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF 1 PART EMULSIFIED ASPHALT AND 1 PART WATER.
36. STORM INLET STATIONING AND ELEVATION REFERENCE TOP FRONT MIDDLE OF BOX. STORM MANHOLE STATIONING REFERENCE CENTER OF MANHOLE.
37. THE CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN TEMPORARY TRAFFIC CONTROL DEVICES NECESSARY THROUGHOUT THE DURATION OF CONSTRUCTION. THE CONTRACTOR SHALL CONTACT TRAFFIC ENGINEERING FORTY-EIGHT (48) HOURS IN ADVANCE FOR REQUIRED MODIFICATION OF TRAFFIC SIGNALS WITHIN CONSTRUCTION AREA AS NECESSARY TO MAINTAIN SAFE OPERATIONS.
38. EXISTING AND PROPOSED JUNCTION BOX LIDS, WATER VALVES, SANITARY SEWER, OR STORM SEWER MANHOLE LIDS SHALL BE RAISED TO MATCH PROPOSED NEW GRADE. ALL ADJUSTMENTS OR MATERIALS REQUIRED FOR THE ADJUSTMENT SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
39. ALL WORK DONE ON OR AROUND WATER RESOURCES DEPARTMENT FACILITIES MUST BE INSPECTED BY A WATER RESOURCES DEPARTMENT INSPECTOR. THE CONTRACTOR IS REQUIRED TO NOTIFY THE WATER RESOURCES DEPARTMENT PIPELINE INSPECTION SECTION (638-5654) TWO WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION. IF THIS PROJECT INVOLVES A TAP, DO NOT CALL TO SCHEDULE TAP UNTIL THE PIPELINE INSPECTION NOTIFICATION. INSPECTION REQUIRED AFTER WORKING HOUR MUST BE COORDINATED WITH THE PIPELINE INSPECTOR IN ADVANCE AND WILL BE SUBJECT TO OVER TIME CHARGES PER W.R.D. SPECIFICATIONS.
40. THE CONTRACTOR SHALL AT THEIR EXPENSE, SUPPORT AND PROTECT ALL WATER MAINS SO THAT THEY WILL FUNCTION CONTINUOUSLY DURING CONSTRUCTION EXCEPT THOSE DESIGNATED TO BE TEMPORARILY SHUT DOWN. TEMPORARY WATER SERVICE DISRUPTION SHALL BE DONE TO MINIMIZE THE EFFECTS ON COLORADO SPRING UTILITIES CUSTOMERS. SHOULD A WATER MAIN FAIL AS A RESULT OF THE CONTRACTOR'S OPERATIONS, IT WILL BE REPAIRED IMMEDIATE EITHER THE CONTRACTOR OR THE WATER RESOURCES DEPARTMENT AT THE FULL COST OF LABOR AND MATERIALS TO THE CONTRACTOR.
41. ANY DISCREPANCY WITHIN THESE PLANS SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER AND WORK SHALL STOP UNTIL THE DISCREPANCY IS DISCUSSED AND DECISIONS/AGREEMENTS HAVE BEEN MADE.
42. REFER TO PROJECT MANUAL FOR PAY ITEM DESCRIPTIONS AND MEASUREMENT. ALL WORK WITHOUT A SPECIFIC BID ITEM IS INCIDENTAL TO OTHER PAY ITEMS.

43. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL ALL PERMITS HAS BEEN ISSUED.
44. THE APPROVAL OF THESE PLAN OR ISSUANCE OF A PERMIT BY THE CITY OF COLORADO SPRINGS DOES NOT AUTHORIZE THE OWNER OR CONTRACTOR TO VIOLATE ANY FEDERAL, STATE OR CITY LAWS, ORDINANCES, REGULATIONS, OR POLICIES.

EARTHWORK:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LEGAL DISPOSAL OF ANY EXCESS SOIL, DEBRIS AND WASTE MATERIAL OFF OF THE PROJECT SITE.
2. ANY SOIL LYING BELOW THE SUBGRADE ELEVATION WHICH IS DISTURBED BY CONSTRUCTION OPERATIONS SHALL BE REMOVED AND REPLACED WITH STRUCTURAL FILL IN ACCORDANCE WITH SPECIFICATION REQUIREMENTS.
3. ANY MATERIAL NOT SUITABLE FOR BACKFILL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF, BY AND AT THE EXPENSE OF THE CONTRACTOR.

BENCHMARK AND SURVEY CONTROL:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING OF BOTH HORIZONTAL AND VERTICAL LAYOUT ON THIS PROJECT. COORDINATES ARE REFERENCED IN THE COORDINATE LIST SHOWN ON THESE PLANS. THE CONTRACTOR SHALL COORDINATE WITH THE PROJECT ENGINEER FOR INTERPRETATION AND INFORMATION IN STAKING OF THE PROJECT FOR CONSTRUCTION.
2. A TEMPORARY BENCHMARK HAS BEEN ESTABLISHED FOR THIS PROJECT UNLESS OTHERWISE NOTED.
3. PRIOR TO PROJECT COMPLETION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY PROPERTY MONUMENTATION DISTURBED OR REMOVED BY CONSTRUCTION OPERATIONS. THIS WORK SHALL BE PERFORMED BY A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO. PROPERTY CORNERS WHICH FALL WITHIN NEW CONCRETE FLATWORK SHALL BE DURABLE AND SET FLUSH. THIS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.

TRAFFIC GENERAL NOTES:

1. BEFORE EXCAVATING, CONTRACTOR SHALL VERIFY LOCATION OF UNDERGROUND UTILITIES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONUMENTATION AND/OR BENCHMARKS WHICH WILL BE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING.
3. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL A PERMIT HAS BEEN ISSUED.
4. THE APPROVAL OF THESE PLANS OR ISSUANCE OF A PERMIT BY THE CITY OF COLORADO SPRINGS DOES NOT AUTHORIZE THE SUBDIVIDER AND OWNER TO VIOLATE ANY FEDERAL, STATE OR CITY LAWS, ORDINANCES, REGULATIONS, OR POLICIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NEW, TEMPORARY AND EXISTING TRAFFIC SIGNS FROM THE START OF THE CONSTRUCTION PROJECT UNTIL ACCEPTANCE BY CITY TRAFFIC ENGINEERING.
6. ALL TRAFFIC SIGNS, PAVEMENT MARKINGS, AND TRAFFIC SIGNALS SHALL MEET OR EXCEED M.U.T.C.D. STANDARDS.
7. THE CONTRACTOR SHALL NOT REMOVE ANY EXISTING SIGNS, PAVEMENT MARKINGS OR TRAFFIC SIGNALS DURING THE PROJECT WITHOUT SIGNED AUTHORIZATION OF THE CITY ENGINEERING INSPECTOR ASSIGNED TO THE PROJECT.
8. CONTRACTOR SHALL PREPARE A DETAILED TRAFFIC CONTROL PLAN, SUBMIT TO CITY TRAFFIC ENGINEERING FOR APPROVAL, AND OBTAIN APPROPRIATE PERMITS IN ACCORDANCE WITH THE TRAFFIC CONTROLS FOR STREET CONSTRUCTION, UTILITY WORK AND MAINTENANCE OPERATIONS", MUTCD SUPPLEMENT FOR THE CITY OF COLORADO SPRINGS, AUGUST 1992.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK ZONE TRAFFIC CONTROL. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, INSTALLING AND MAINTAINING THE TEMPORARY TRAFFIC CONTROL DEVICES THROUGHOUT THE DURATION OF THE PROJECT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NEW, TEMPORARY AND EXISTING TRAFFIC SIGNAL MODIFICATIONS.

STRIPING AND SIGNAGE GENERAL NOTES:

1. THE CONTRACTOR SHALL LEVEL ALL DISTURBED AREAS WITH TOPSOIL AND HAND-RAKE TO A UNIFORM APPEARANCE. THE AREA SHALL BE SEEDED WITH PROTECTIVE STRAW MAT COVER DURING WINTER MONTHS OR SODDED ALL OTHER TIMES. THIS WORK IS TO BE CONSIDERED AN INCIDENTAL ITEM.INSTALLATION OF ALL STRIPING, SIGNS AND PAVEMENT MARKERS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REMOVAL OF EXISTING PAVEMENT MARKINGS (SCARRING OF PAVEMENT IS NOT PERMITTED). AT NO TIME WILL IT BE ACCEPTABLE TO PAINT OVER EXISTING PAVEMENT MARKINGS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OVERLAYING OR CHIP SEALING ROADWAY. IF SCARRING OCCURS DURING REMOVAL OF EXISTING OR TEMPORARY PAVEMENT MARKINGS, THE CITY TRAFFIC ENGINEER WILL DETERMINE METHOD OF PAVEMENT REPAIR.
4. ALL STRIPING AND SIGNING SHALL CONFORM TO THE MOST RECENT ADOPTED EDITION OF THE FOLLOWING MANUALS AND THEIR SUPPLEMENTAL AMENDMENTS:


A. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)  
B. CITY OF COLORADO SPRINGS SIGNS AND MARKING GUIDELINES  
C. CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS  
D. CITY OF COLORADO SPRINGS PUBLIC WORKS DESIGN MANUAL
5. ALL SIGNING AND STRIPING IS SUBJECT TO THE APPROVAL OF THE CITY TRAFFIC ENGINEER PRIOR TO INSTALLATION AND/OR REMOVAL.
6. CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND LEGENDS BY HYDROBLASTING, SANDBLASTING AND/OR GRINDING. ANY DEBRIS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
7. SIGN POSTS SHALL BE INSTALLED WITH A MINIMUM OF 1 3/4" X 10" SQUARE PERFORATED STEEL TUBING WITH SLEEVE PER CITY OF COLORADO SPRINGS STANDARD.
8. ALL TRAFFIC SIGNS SHALL HAVE A MINIMUM OF HIGH INTENSITY GRADE SHEETING.
9. ANY DEVIATION FROM THE STRIPING AND SIGNING PLANS SHALL BE APPROVED BY THE ENGINEER OF WORK AND THE CITY TRAFFIC ENGINEER PRIOR TO ANY CHANGES BEING MADE IN THE FIELD.
10. ALL SIGNS SHOWN ON THE STRIPING AND SIGNING PLANS SHALL BE NEW SIGNS PROVIDED AND INSTALLED BY THE CONTRACTOR, EXCEPT FOR EXISTING SIGNS SPECIFICALLY INDICATED TO BE RELOCATED OR TO REMAIN.
11. STRIPED CROSSWALKS SHALL HAVE AN INSIDE DIMENSION OF 10 FEET AND CONTINENTAL CROSSWALKS SHALL HAVE A MINIMUM WIDTH OF 9 FEET UNLESS INDICATED OTHERWISE.
12. ALL LIMIT LINES/STOP LINES, CROSSWALK LINES, PAVEMENT LEGENDS, AND ARROWS (EXCEPT WITHIN BIKE LANES) SHALL BE A MINIMUM OF 90MIL THICKNESS THERMOPLASTIC OR PREFORM PLASTIC TAPE.
13. ALL LONGITUDINAL LINES SHALL BE A MINIMUM OF 15MIL THICKNESS EPOXY.
14. CONTRACTOR TO DELIVER ALL REMOVED SIGNS TO THE CITY OF COLORADO SPRINGS SIGNS/MARKINGS SHOP AT 404 FONTANERO STREET, (719) 578-6721.
15. CONTRACTOR SHALL NOTIFY CITY TRAFFIC ENGINEER (719) 385-5908 A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO AND UPON COMPLETION OF STRIPING AND SIGNAGE.

NPDES DRAINAGE WATER QUALITY NOTES:


1. THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL REMOVE ALL SEDIMENTS, MUD, AND CONSTRUCTION DEBRIS THAT MAY ACCUMULATE IN THE FLOWLINES AND PUBLIC RIGHTS OF WAY AS A RESULT OF THIS CONSTRUCTION PROJECT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER.
2. THE CLEANING OF CONCRETE TRUCK DELIVERY CHUTES IS PROHIBITED AT THE JOB SITE. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE TO THE STORM SEWER IS PROHIBITED.
3. THE CONTRACTOR SHALL PROTECT ALL STORM SEWER FACILITIES ADJACENT TO ANY LOCATION WHERE PAVEMENT CUTTING OPERATION, INVOLVING WHEEL CUTTING, SAW CUTTING OR ABRASIVE WATER JET CUTTING ARE TO TAKE PLACE. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL WASTE PRODUCTS GENERATED BY SAID CUTTING OPERATIONS ON A DAILY BASIS. THE DISCHARGE OF ANY WATER CONTAMINATED BY WASTE PRODUCTS FROM CUTTING OPERATIONS TO THE STORM SEWER SYSTEM IS PROHIBITED.
4. THE CONTRACTOR MUST KEEP ALL POLLUTANTS, INCLUDING TRENCH BACKFILL MATERIAL, FROM WASHING INTO THE STORM SEWER SYSTEM.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A STORM WATER MANAGEMENT PLAN PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, IF THE PROJECT MEETS MINIMUM REQUIREMENTS FOR A PERMIT.
6. THE CONTRACTOR SHALL LEVEL ALL DISTURBED AREAS WITH TOPSOIL AND HAND-RAKE TO A UNIFORM APPEARANCE. THE AREA SHALL BE SEEDED WITH PROTECTIVE STRAW MAT COVER DURING WINTER MONTHS OR SODDED ALL OTHER TIMES. THIS WORK IS TO BE CONSIDERED AN INCIDENTAL ITEM.

GENERAL CONSTRUCTION NOTES:

1. PAY ITEMS LISTED IN THE BID SCHEDULE ARE THE ONLY PAY ITEMS FOR THE PROJECT. ANY OTHER ITEMS NECESSARY FOR A COMPLETE PROJECT, BUT NOT SHOWN IN THE BID SCHEDULE SHALL BE CONSIDERED AN INCIDENTAL ITEM AND IT'S COST TO BE INCLUDED IN OTHER ITEMS. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO BIDDING PROJECT. ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE, EXCEPT AS NOTED.
2. ANY CONTRACTOR-CAUSED DAMAGE TO UTILITY AND/OR SERVICE LINES, SHOWN OR NOT SHOWN ON THE PLANS, SHALL BE REPAIRED OR REPLACED AT NO COST TO THE CITY OF COLORADO SPRINGS AND SHALL BE ACCOMPLISHED BY THE CONTRACTOR, SUBCONTRACTOR OR AS APPROVED BY THE CITY ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY COMPANIES PRIOR TO COMMENCING WORK IN THE PROJECT AREA. LIKEWISE, THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING HIS WORK AND THAT OF THE INVOLVED UTILITIES IN THE PROJECT AREA.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL LABOR, MATERIAL, EQUIPMENT AND INCIDENTAL ITEMS NEEDED TO PROVIDE ADEQUATE CONSTRUCTION SIGNING, BARRICADES, TRAFFIC CONTROL DEVICES AND OTHER RELATED ITEMS FOR THE PROJECT AREA, DURING THE CONSTRUCTION PERIOD. THIS WORK SHALL BE INCLUDED IN THE TRAFFIC CONTROL PAY ITEM.
4. THE CONTRACTOR SHALL CAREFULLY REMOVE, STORE AND REINSTALL ALL CITY-OWNED SIGNS WHOSE REMOVAL IS REQUIRED BY THIS CONSTRUCTION WORK IN THE PROJECT AREA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR THE CITY TO INSPECT ALL SIGNS SCHEDULED FOR REMOVAL PRIOR TO THEIR REMOVAL. ONCE SAID SIGNS HAVE BEEN REMOVED, IT WILL BE ASSUMED THAT THEY WERE IN GOOD CONDITION AT THE TIME OF REMOVAL. ANY SIGN DAMAGED OR LOST BY THE CONTRACTOR SHALL BE REPLACED AT NO COST TO THE CITY. MATERIALS SHALL BE APPROVED BY THE PROJECT ENGINEER. ALL POST-MOUNTED SIGNS SHALL BE RESET AT THE PROPER HEIGHT AND LOCATION (CITY TO PROVIDE LOCATION OR AS SHOWN ON THE ENCLOSED PLAN).
5. ALL SIDEWALK AND PAVED DRIVEWAY REMOVALS SHALL BE BOUNDED BY JOINTS OR SAWCUTS. SAWCUTS IS TO BE CONSIDERED AN INCIDENTAL ITEM AND THE COST OF THIS ITEM IS TO BE INCLUDED IN OTHER PAY ITEMS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL DRIVEWAY CLOSINGS WITH THE RESPECTIVE PROPERTY OWNERS AND TENANTS, IF PROPERTY IS RENTED. EXISTING CONCRETE DRIVES SHALL BE REPLACED PER CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS.
7. PROPERTY OWNERS WILL BE NOTIFIED BY THE CITY, PRIOR TO CONSTRUCTION, THAT IT WILL BE THE OWNER'S RESPONSIBILITY TO REMOVE TREES, SHRUBS OR OTHER PROPERTY WHICH THEY INTEND TO KEEP. IF THE ITEMS ARE NOT REMOVED AT THE TIME OF CONSTRUCTION AND ARE WITHIN THE PROPOSED SIDEWALK CONSTRUCTION AREA, THE MISC. ITEMS AND/OR VEGETATION REMOVED SHALL BE PLACED ON THE PROPERTY OWNER'S LAND OR DISPOSED OF OFFSITE AS DIRECTED BY THE PROJECT ENGINEER. FENCES SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR UNIT PRICE FOR FENCES AS DIRECTED BY THE PROJECT ENGINEER. TREES MARKED TO BE TRIMMED IN THE PLANS SHALL BE DONE AT THE DIRECTION OF THE PROJECT ENGINEER. THIS WORK SHALL BE INCLUDED IN THE CLEARING AND GRUBBING PAY ITEM.
8. THE CONTRACTOR SHALL TAKE SPECIAL CARE NOT TO DAMAGE TREES AND SHRUBS UNLESS SO DIRECTED BY THE PROJECT ENGINEER.
9. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO THE START OF WORK. THIS WORK IS TO BE CONSIDERED AN INCIDENTAL ITEM AND THE COST OF THIS ITEM IS TO BE INCLUDED IN OTHER PAY ITEMS.
- 10.ANY SURPLUS EXCAVATION TO INCLUDE BUT NOT LIMITED TO THE REMOVAL OF LANDSCAPING FOR SIDEWALK INSTALLATION SHALL BECOME THE PROPERTY OF THE CONTRACTOR, AND DISPOSAL SHALL BE THE CONTRACTOR'S RESPONSIBILITY AT NO ADDITIONAL COST.
- 11.THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SURVEYING AND CONSTRUCTION STAKING FOR THE PROJECT. ALL GRADING AND SURFACING SHALL BE IN ACCORDANCE WITH THE PLAN SHEETS AND THE CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS.
- 12.THE CONTRACTOR SHALL REMOVE AND STOCKPILE ALL SALVAGED TOPSOIL TO BE USED LATER AS BACKFILL BEHIND CURBS AND DRIVES OR IN THE RESTORATION OF DISTURBED AREAS. THIS WORK IS TO BE CONSIDERED AN INCIDENTAL ITEM AND THE COST OF THIS ITEM IS TO BE INCLUDED IN OTHER PAY ITEMS.
- 13.CAUTION: FOR UNDERGROUND UTILITY LOCATIONS, CONTACT 1-800-922-1987 PRIOR TO EXCAVATION. ALL COSTS ASSOCIATED WITH THE LOCATION AND VERIFICATION OF EXISTING UTILITIES SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.

<div>VERIFY SCALES</div> <div>BAR IS ONE INCH ON ORIGINAL DRAWING</div> <div>1"=0'</div> <div>IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY</div>		<div>CITY OF COLORADO SPRINGS PUBLIC WORKS / CITY ENGINEERING PO BOX 1575, MAIL CODE 410 30 S. NEVADA AVE., SUITE 401 COLORADO SPRINGS, CO 80903</div>		<div>CAPITAL IMPROVEMENT PROGRAM</div> <div>S. ACADEMY BLVD IMPROVEMENTS</div>		SCALE HORZ: N/A VERT: N/A	
<div>PROJECT MANAGER</div> <div>L. D</div>		<div>CITY OF COLORADO SPRINGS</div> <div>COLORADO CITY, USA</div>		<div>S. ACADEMY BLVD.</div> <div>GENERAL NOTES</div>		FILENAME 141700 CD GEN.DWG	
<div>DESIGNED BY</div> <div>J. S</div>		<div>CITY OF COLORADO SPRINGS</div> <div>COLORADO CITY, USA</div>		<div>S. ACADEMY BLVD.</div> <div>GENERAL NOTES</div>		SHEET G002	
<div>DRAWN BY</div> <div>J. S</div>		<div>CITY OF COLORADO SPRINGS</div> <div>COLORADO CITY, USA</div>		<div>S. ACADEMY BLVD.</div> <div>GENERAL NOTES</div>		3 OF 15 SHEETS	
<div>CHECKED BY</div> <div>L. D</div>		<div>CITY OF COLORADO SPRINGS</div> <div>COLORADO CITY, USA</div>		<div>S. ACADEMY BLVD.</div> <div>GENERAL NOTES</div>			
<div>PROJECT NUMBER</div> <div>2014-017</div>		<div>CITY OF COLORADO SPRINGS</div> <div>COLORADO CITY, USA</div>		<div>S. ACADEMY BLVD.</div> <div>GENERAL NOTES</div>			



<div>  <div> <div>COLORADO SPRINGS</div> <div>COLORADO CITY, U.S.A.</div> </div> </div> <div> <div>CITY OF COLORADO SPRINGS</div> <div>PUBLIC WORKS / CITY ENGINEERING</div> <div>PO BOX 1575, MAIL CODE 410</div> <div>30 S. NEVADA AVE., SUITE 401</div> <div>COLORADO SPRINGS, CO 80903</div> </div>		<div> <div>VERIFY SCALES</div> <div>BAR IS ONE INCH ON ORIGINAL DRAWING</div> <div>1" = 0</div> <div>IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY</div> </div>		<div> <div>PROJECT MANAGER</div> <div>DESIGNED BY J. S</div> <div>DRAWN BY J. S</div> <div>CHECKED BY L. D</div> <div>PROJECT NUMBER 2014-G17</div> </div>		<div> <div>NO. REVISION</div> <div>BY</div> <div>DATE</div> </div>	
<div> <div>CAPITAL IMPROVEMENT PROGRAM</div> <div>S. ACADEMY BLVD IMPROVEMENTS</div> </div>		<div> <div>S. ACADEMY BLVD.</div> <div>PROJECT CONSTRUCTION NOTES</div> </div>					
<div> <div>SCALE</div> <div>HORIZ: N/A</div> <div>VERT: N/A</div> </div>							
<div> <div>FILENAME</div> <div>141700_CD_GEN.DWG</div> </div>							
<div> <div>SHEET</div> <div>G003</div> <div>4 OF 15 SHEETS</div> </div>							

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SUMMARY OF QUANTITIES  
Academy Boulevard- Airport Road to Academy Loop

Bid Item No.	CDOT Item No.	City Item No.	Item Description	Estimated Quantity	Unit
1.	626-0000	100-00000	Mobilization	1	LS
2.	620-00020	100-00100	Sanitary Facility (Trailer)	1	LS
3.	201-00000	100-10000	Clearing and Grubbing	1	LS
4.	208-00000	100-30000	Erosion and Stormwater Quality Control	1	LS
5.	202-00200	220-00200	Removal of Sidewalk	160	SF
6.	202-00203	220-00203	Removal of Curb and Gutter	194	LF
7.	202-00210	220-00210	Removal of Concrete Pavement	57	SY
8.	202-00220	220-00220	Removal of Asphalt Mat	311	SY
9.	202-00250	220-00250	Removal of Pavement Markings	1850	LF
10.	202-00155	220-00014	Removal of Wall	91	LF
11.	210-00816	240-00810	Reset Sign Post	4	EA
12.	240	240-00000	Wildlife Biologist	0	HR
13.	240	240-00010	Removal of Nests	0	HR
14.	304-06007	300-06005	Aggregate Base Course (Class 6)	32	CY
15.	403-00721	400-70001	Hot Mix Asphalt (Patching) 6"	116	SY
16.	412-00600	430-00800	Concrete Pavement (6-Inch)	135	SY
17.	504-03311	554-03400	Retaining Wall	90	SF
18.	608-00000	500-01045	Concrete Sidewalk (4-Inch)	17.8	SY
19.	609-21010	500-52000	Curb & Gutter Type 3 (City of COS)	330	LF
20.	610-00020	500-60010	Concrete Cover Material (Colored, Patterned)	1510	SF
21.	625-00000	825-0000	Construction Surveying	1	LS
22.	627-00027	827-32050	Thermoplastic Pavement Marking (Symbol)	80	SF
23.	627-00004	827-32000	Epoxy Pavement Marking (White & Yellow)	2000	SF
24.	630-00016	830-10000	Traffic Control	1	LS
25.	208-00045	901-00045	Concrete Washout Structure	1	EA
26.	203-00000	950-00300	Unclassified Excavation	20	CY

QUANTITIES LEGEND:

CY = CUBIC YARDS  
SF = SQUARE FEET  
SY = SQUARE YARDS  
LF = LINEAL FEET  
EA = EACH  
HR = HOURS  
LS = LUMP SUM

CAPITAL IMPROVEMENT PROGRAM  
S. ACADEMY BLVD IMPROVEMENTS


S. ACADEMY BLVD.  
SUMMARY OF QUANTITIES

SCALE  
HORZ: N/A  
VERT: N/A

FILENAME  
141700 CD GEN.DWG

SHEET  
G004

VERIFY SCALES  
BASE IS ONE INCH ON  
ORIGINAL DRAWING  
0 1"  
IF NOT ONE INCH ON  
THIS SHEET, ADJUST  
SCALES ACCORDINGLY



CITY OF COLORADO SPRINGS  
PUBLIC WORKS / CITY ENGINEERING  
PO BOX 1575, MAIL CODE 410  
30 S. NEVADA AVE., SUITE 401  
COLORADO SPRINGS, CO 80903

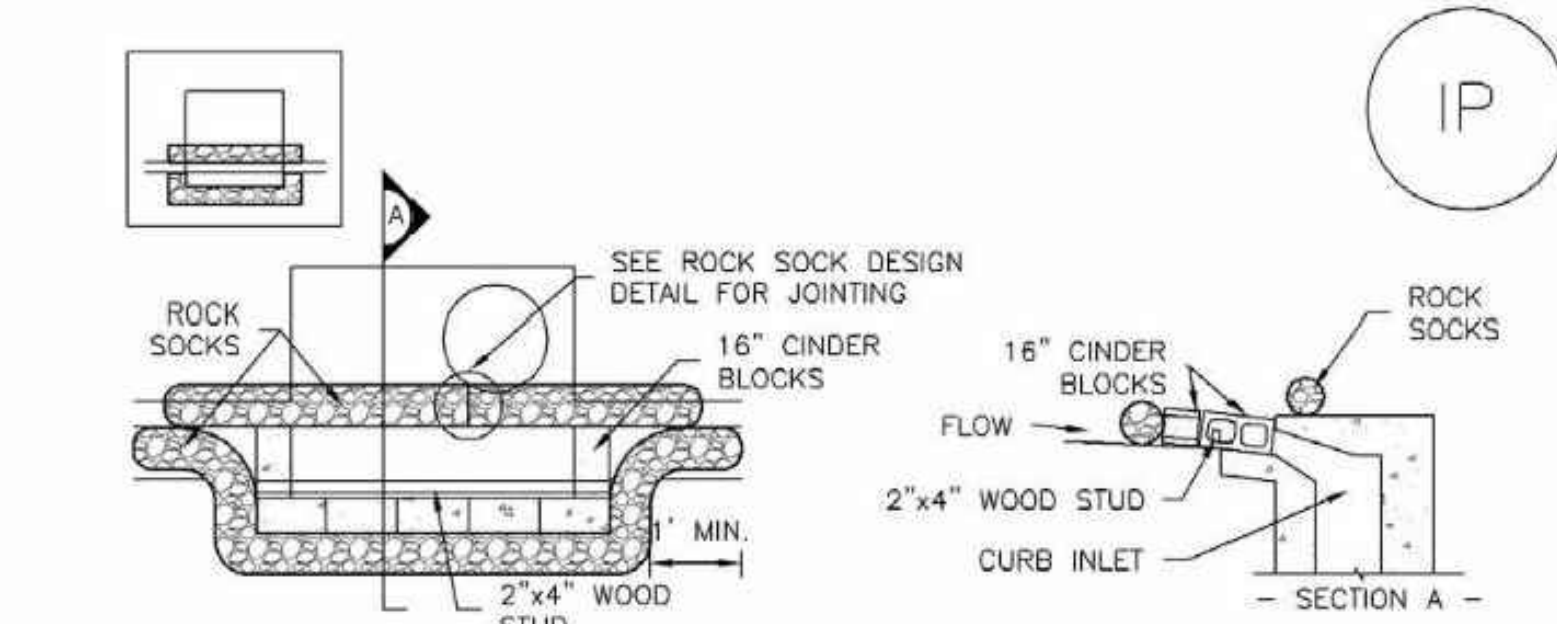
PROJECT MANAGER  
DESIGNED BY J. S  
DRAWN BY J. S  
CHECKED BY L. D  
PROJECT NUMBER 2014-017

NO. REVISION

BY

DATE

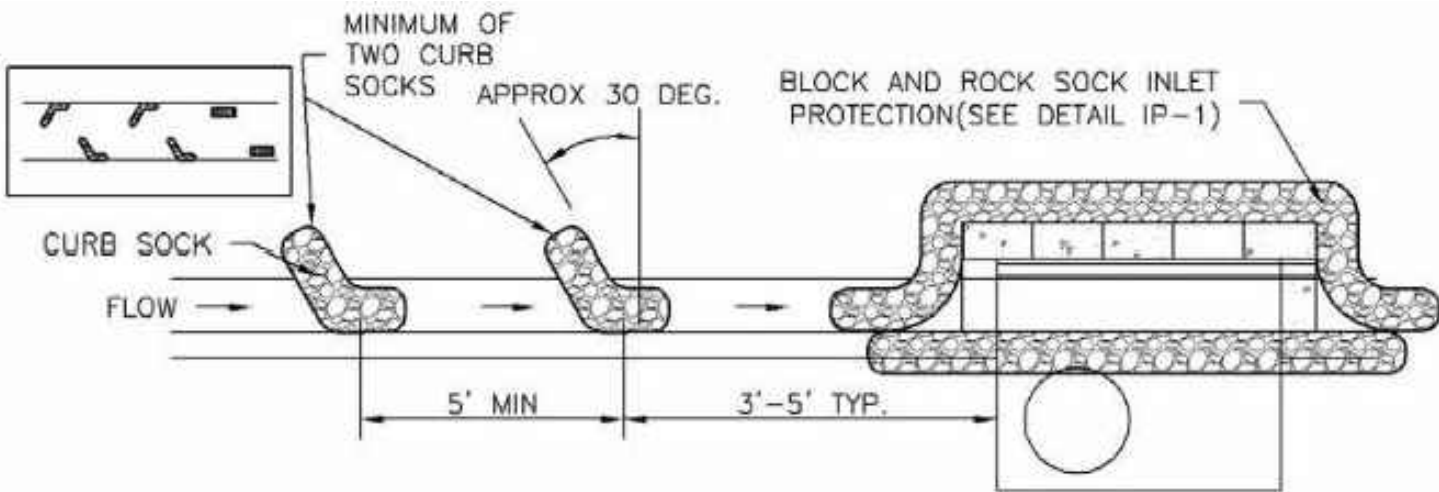




**IP-1: BLOCK AND ROCK SOCK SUMP ON GRADE INLET PROTECTION**  
SCALE: N.T.S.

**IP-1 INSTALLATION NOTES:**

1. SEE ROCK SOCK DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.
2. CONCRETE "CINDER" BLOCKS SHALL BE LAID ON THEIR SIDES AROUND THE INLET IN A SINGLE ROW, ABUTTING ONE ANOTHER WITH THE OPEN END FACING AWAY FROM THE CURB.
3. GRAVEL BAGS SHALL BE PLACED AROUND CONCRETE BLOCKS, CLOSELY ABUTTING ONE ANOTHER AND JOINTED TOGETHER IN ACCORDANCE WITH ROCK SOCK DESIGN DETAIL.



**IP-2: CURB ROCK SOCKS UPSTREAM OF INLET PROTECTION**  
SCALE: N.T.S.

**IP-2 INSTALLATION NOTES:**

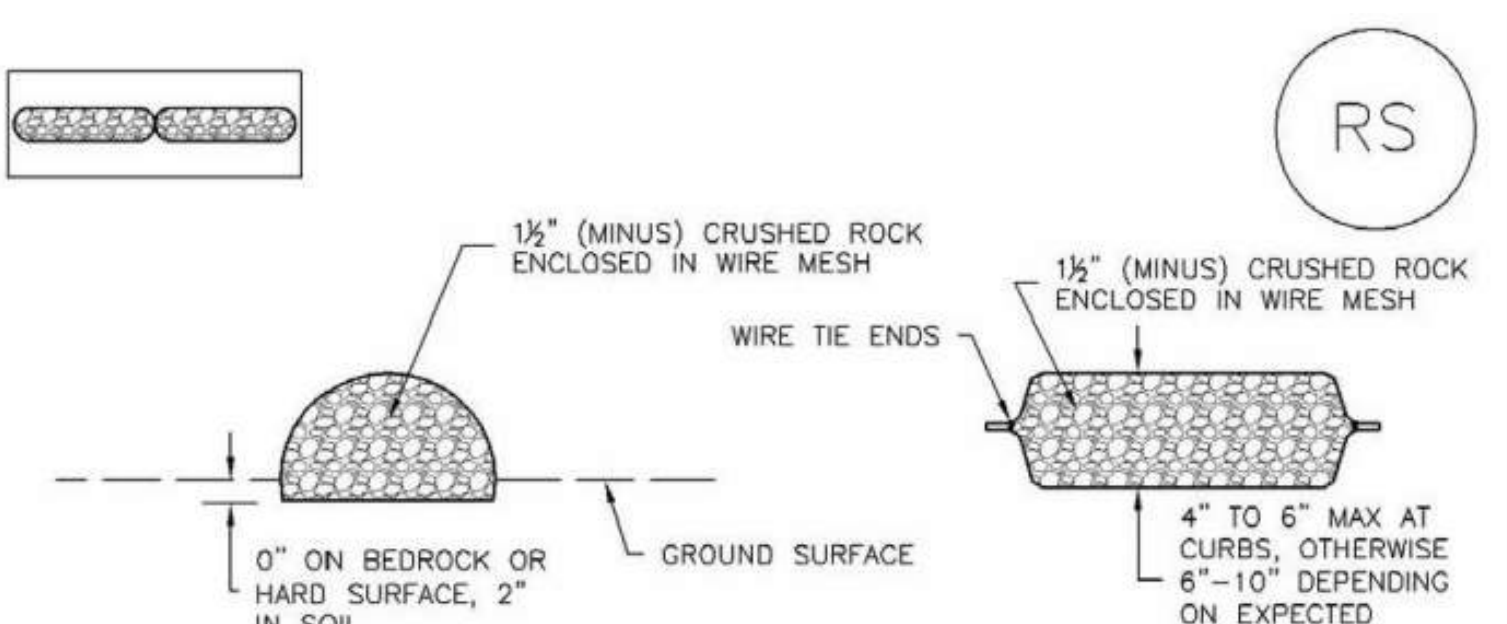
1. SEE ROCK SOCK DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.
2. PLACEMENT OF THE SOCK SHALL BE APPROXIMATELY 30 DEGREES FROM PERPENDICULAR IN THE OPPOSITE DIRECTION OF FLOW.
3. SOCKS ARE TO BE FLUSH WITH THE CURB AND SPACED A MINIMUM OF 5 FEET APART.
4. AT LEAST TWO CURB SOCKS IN SERIES ARE REQUIRED UPSTREAM OF ON-GRADE INLETS.

**GENERAL INLET PROTECTION INSTALLATION NOTES:**

1. SEE PLAN VIEW FOR LOCATION AND TYPE OF INLET PROTECTION (IP-1, IP-2).
2. INLET PROTECTION SHALL BE INSTALLED PROMPTLY AFTER INLET CONSTRUCTION OF PAVING IS COMPLETE (TYPICALLY WITHIN 48 HOURS). IF A RAINFALL /RUNOFF EVENT IS FORECAST, INSTALL INLET PROTECTION PRIOR TO ONSET OF EVENT.

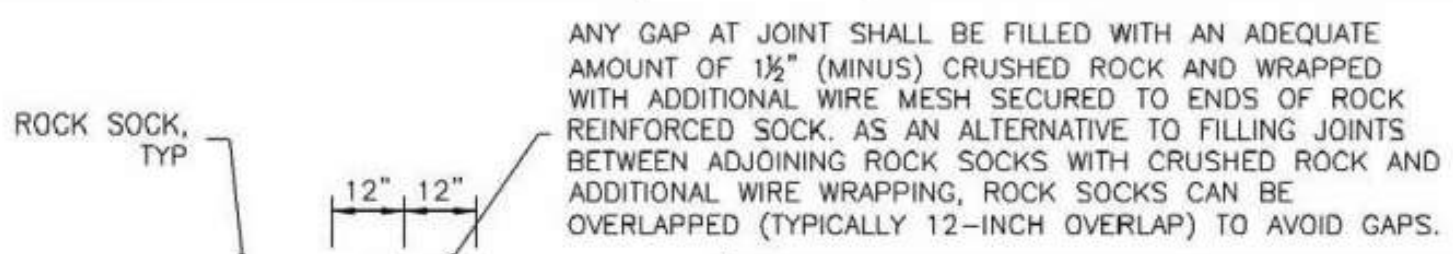
**INLET PROTECTION MAINTENANCE NOTES:**

1. INSPECT BMPs EACH WORKDAY AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. SEDIMENT ACCUMULATED UPSTREAM OF INLET PROTECTION SHALL BE REMOVED AS NECESSARY TO MAINTAIN BMP EFFECTIVENESS, TYPICALLY WHEN STORAGE VOLUME REACHES 50% OF CAPACITY, A DEPTH OF 6" WHEN SILT FENCE IS USED, OR 1/4 OF THE HEIGHT FOR STRAW BALES.
5. INLET PROTECTION IS TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS PERMANENTLY STABILIZED, UNLESS THE LOCAL JURISDICTION APPROVES EARLIER REMOVAL OF INLET PROTECTION IN STREETS.
6. WHEN INLET PROTECTION AT AREA INLETS IS REMOVED, THE DISTURBED AREAS SHALL BE COVERED WITH TOPSOIL, SEEDED AND MUCHED OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.



**RS: SECTION ROCK SOCK**  
SCALE: N.T.S.

**RS: PLAN ROCK SOCK**  
SCALE: N.T.S.



**RS: JOINTING ROCK SOCK**  
SCALE: N.T.S.

GRADATION TABLE	
SIEVE SIZE	MASS PERCENT PASSING SQUARE MESH SIEVES
2"	100.0000
1 1/2"	90 - 100
1"	20 - 55
3/4"	0 - 15
3/8"	0 - 5
MATCHES SPECIFICATION FOR NO. 4 COARSE AGGREGATE FOR CONCRETE PER ASSHTO M43. ALL ROCK SHALL BE FRACTURED FACE, ALL SIDES.	

**ROCK SOCK INSTALLATION NOTES:**

1. SEE PLAN VIEW FOR LOCATION(S) OF ROCK SOCKS.
2. CRUSHED ROCK SHALL BE 1 1/2" (MINUS) IN SIZE WITH A FACTURED FACE (ALL SIDES) AND SHALL COMPLY WITH GRADATION SHOWN ON THIS SHEET (1 1/2" MINUS).
3. WIRE MESH SHALL BE FABRICATED OF 10 GAGE POULTRY MESH, OR EQUIVALENT, WITH A MAXIMUM OPENING OF 1/2". RECOMMENDED MINIMUM ROLL WIDTH OF 48".
4. WIRE MESH SHALL BE SECURED USING "HOG RINGS" OR WIRE TIES AT 6" CENTERS ALONG ALL JOINTS AND AT 2" CENTERS ON ENDS OF SOCKS.
5. SOME MUNICIPALITIES MAY ALLOW THE USE OF FILTER FABRIC AS AN ALTERNATIVE TO WIRE MESH FOR THE ROCK ENCLOSURE.

**ROCK SOCK MAINTENANCE NOTES:**

1. INSPECT BMPs EACH WORKDAY AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. ROCK SOCKS SHALL BE REPLACED IF THEY BECOME HEAVILY SOILED, OR DAMAGED BEYOND REPAIR.
5. SEDIMENT ACCUMULATED UPSTREAM OF ROCK SOCKS SHALL BE REMOVED AS NEEDED TO MAINTAIN FUNCTIONALITY OF THE BMP. TYPICALLY WHEN DEPTH OF ACCUMULATED SEDIMENTS IS APPROXIMATELY 1/2 OF THE HEIGHT OF THE ROCK SOCK.
6. ROCK SOCKS ARE TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION.
7. WHEN ROCK SOCKS ARE REMOVED, ALL DISTURBED AREAS SHALL BE COVERED WITH TOPSOIL, SEEDED AND MUCHED OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.

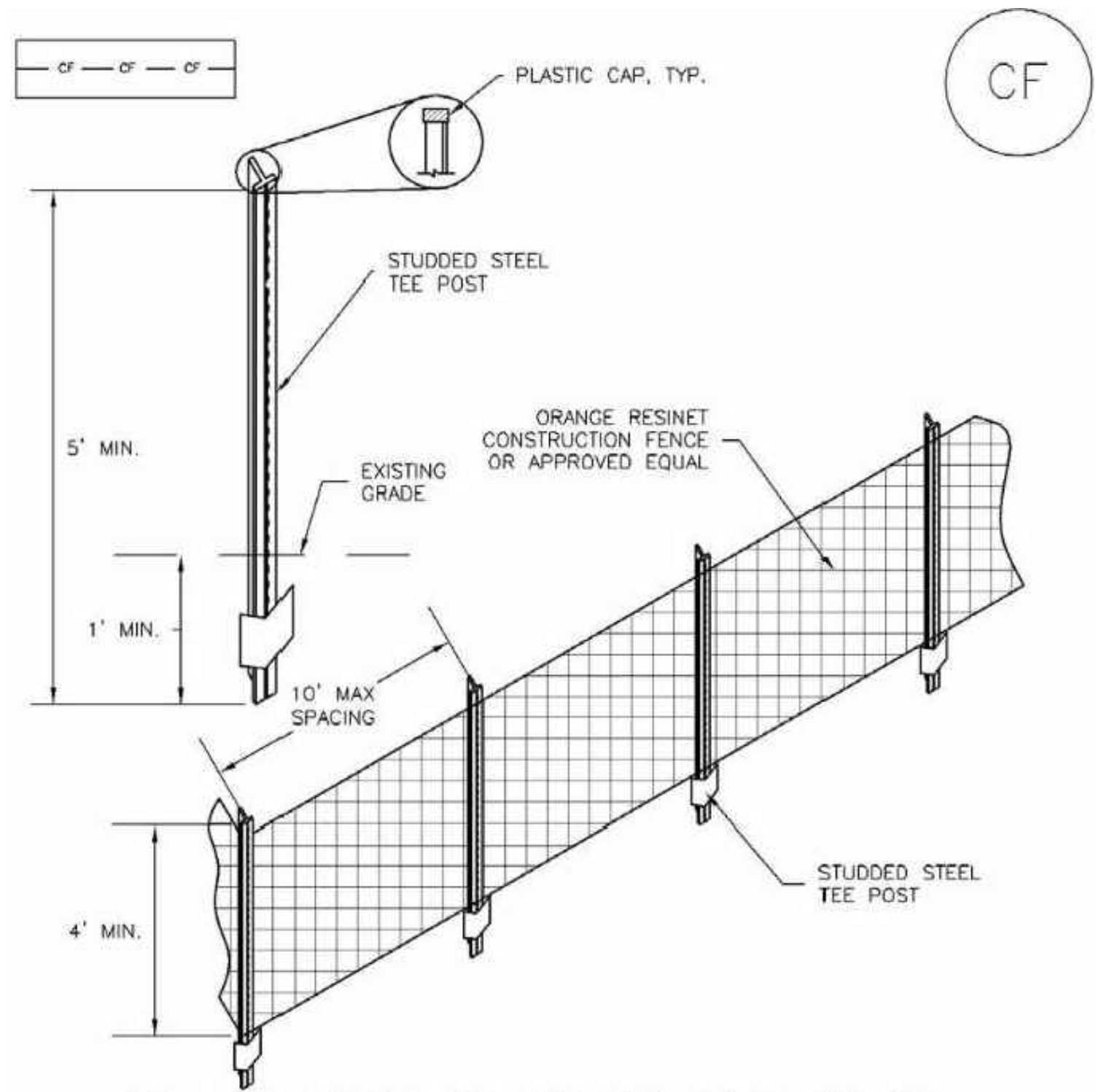
**CWA: PORTABLE WASHOUT FACILITY CONCRETE WASHOUT AREA**  
SCALE: N.T.S.

**CONCRETE WASHOUT AREA INSTALLATION NOTES:**

1. THE CWA SHALL BE LOCATED IN CLOSE PROXIMITY TO THE CONCRETE WORK AREA.
2. POSITION THE CWA AT LEAST 50 FEET AWAY FROM STORM DRAIN INLETS.

**CONCRETE WASHOUT AREA MAINTENANCE NOTES:**

1. THE CWA SHALL BE SECURED WHEN MOVED TO PREVENT SPILLAGE OF MATERIAL.
2. CONCRETE WASTE AND WASTEWATER SHALL BE DISPOSED OF AT AN APPROPRIATE FACILITY.



**CF-1: PLASTIC MESH CONSTRUCTION FENCE**  
SCALE: N.T.S.

**CONSTRUCTION FENCE INSTALLATION NOTES:**

1. SEE PLAN VIEW FOR LOCATION OF CONSTRUCTION FENCE.
2. CONSTRUCTION FENCE SHOWN SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.
3. CONSTRUCTION FENCE SHALL BE COMPOSED OF ORANGE, CONTRACTOR-GRADE MATERIAL THAT IS AT LEAST 4' HIGH. METAL POSTS SHOULD HAVE A PLASTIC CAP FOR SAFETY.
4. STUDDED STEEL TEE POSTS SHALL BE UTILIZED TO SUPPORT THE CONSTRUCTION FENCE. MAXIMUM SPACING FOR STEEL TEE POSTS SHALL BE 10'.
5. CONSTRUCTION FENCE SHALL BE SECURELY FASTENED TO THE TOP, MIDDLE, AND BOTTOM OF EACH POST.

**CONSTRUCTION FENCE MAINTENANCE NOTES:**

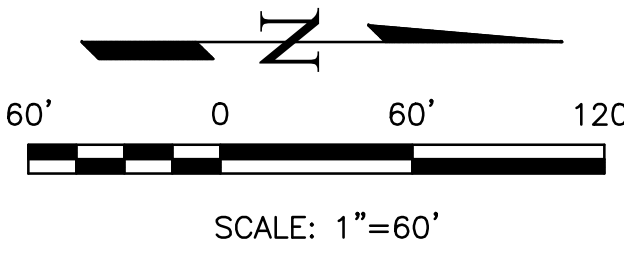
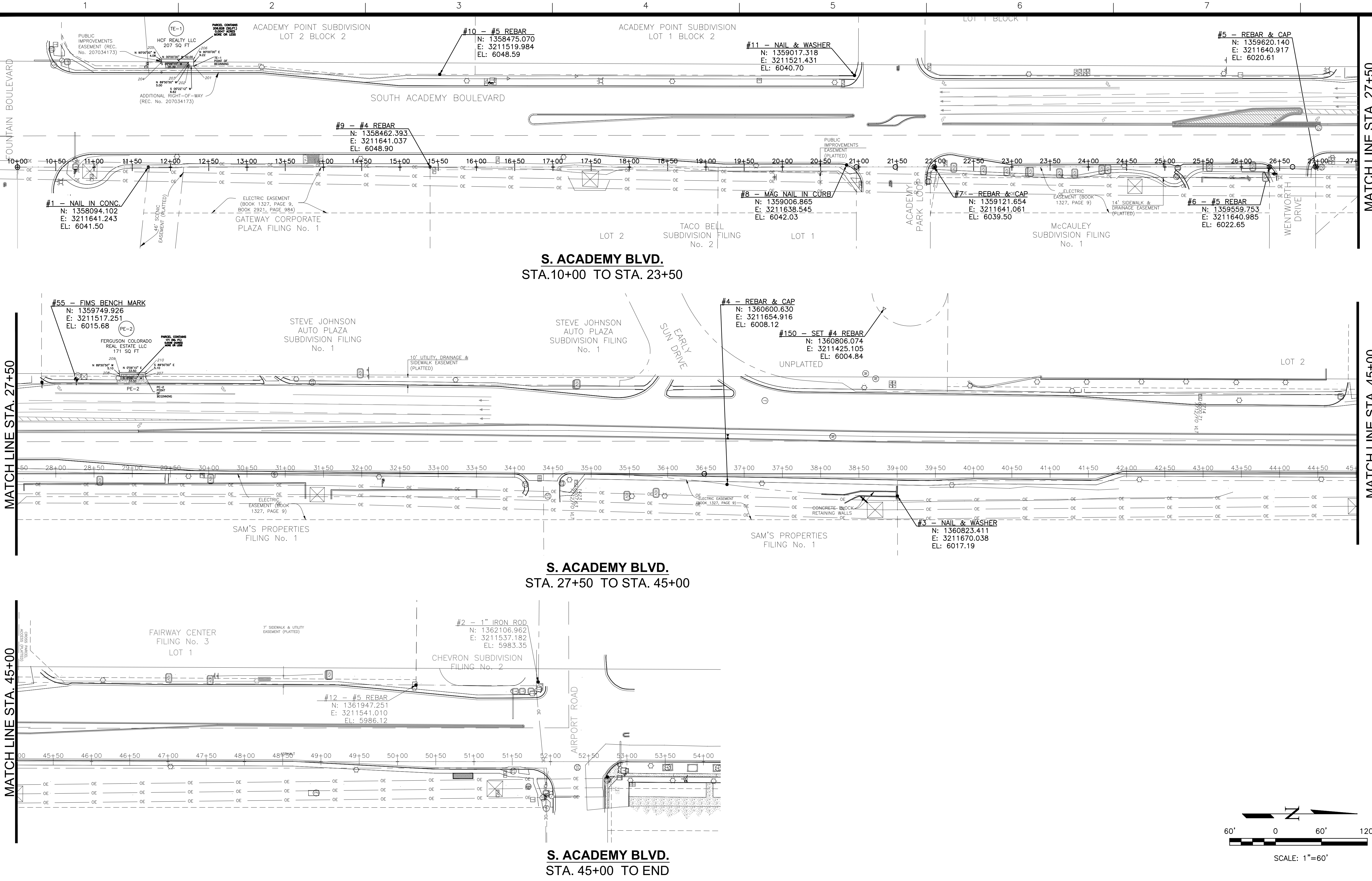
1. INSPECT BMPs EACH WORKDAY AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. CONSTRUCTION FENCE SHALL BE REPAIRED OR REPLACED WHEN THERE ARE SIGNS OF DAMAGE SUCH AS RIPS OR SAGS. CONSTRUCTION FENCE IS TO REMAIN IN PLACE UNTIL THE UPSTREAM AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION.
5. WHEN CONSTRUCTION FENCES ARE REMOVED, ALL DISTURBED AREAS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, AND/OR REMOVAL OF THE FENCE SHALL BE COVERED WITH TOPSOIL, SEEDED AND MULCHED , OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.



PROJECT MANAGER		L. D	NO. REVISION	BY	DATE
DESIGNED BY		J. S			
DRAWN BY		J. S			
CHECKED BY		L. D			
PROJECT NUMBER		2014-017			
<div>VERIFY SCALES BASED ON ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY</div> <div>1" = 1' IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY</div>					
<div>CITY OF COLORADO SPRINGS PUBLIC WORKS / CITY ENGINEERING PO BOX 1575, MAIL CODE 410 30 S. NEVADA AVE., SUITE 401 COLORADO SPRINGS, CO 80903</div>		<div>CAPITAL IMPROVEMENT PROGRAM S. ACADEMY BLVD IMPROVEMENTS</div> <div>S. ACADEMY BLVD. SWMP</div>			
SCALE HORZ: N/A VERT: N/A					
FILENAME 141700 CD GEN.DWG					
SHEET G005 6 OF 15 SHEETS					




User: DAVE FRANK, Aug. 14, 2023, 1:12:51  
Drawn: CAUSESS DAVE FRANK, APPR: JACOBAL TEMP, PUBLISH: 8/28/2014, 17:00 CD CIVIL.DWG - Layout: C001-SURVEY CONTROL 1  
Xrefs: 141700 BASE.DWG - Images: CITY OF COLORADO SPRINGS LOGO BW NEW.PNG D-24.JPG

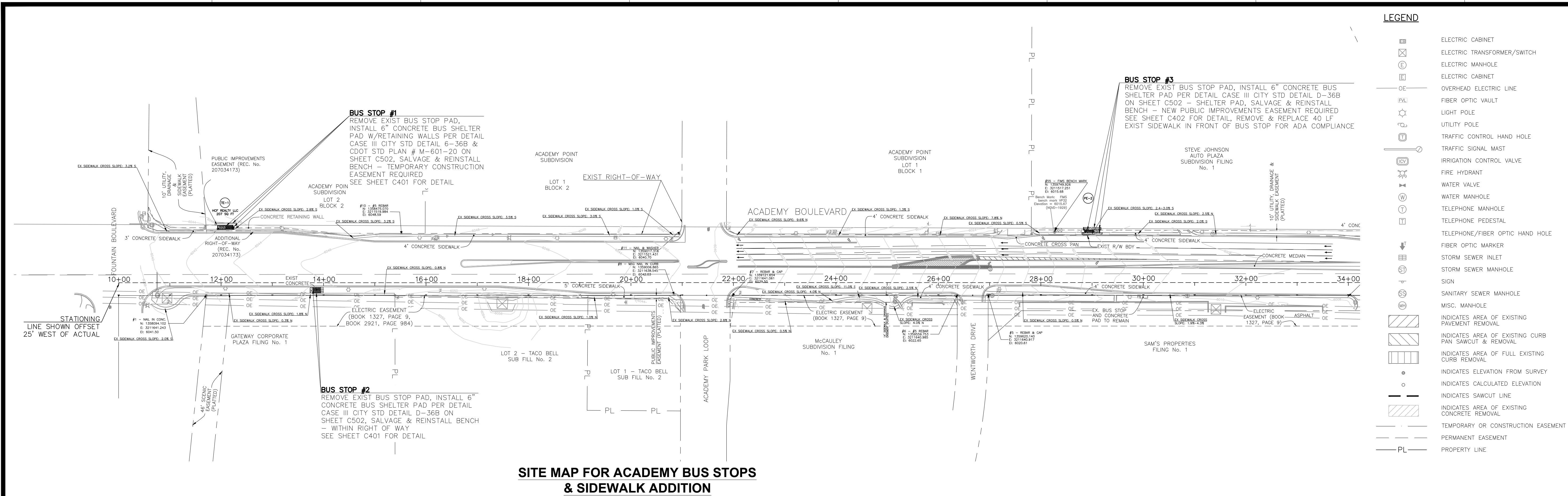


MATCH LINE STA. 27+50

MATCH LINE STA. 45+00

<div><p>CITY OF COLORADO SPRINGS PUBLIC WORKS / CITY ENGINEERING PO BOX 1575, MAIL CODE 410 30 S. NEVADA AVE., SUITE 401 COLORADO SPRINGS, CO 80903</p></div>		<div>CAPITAL IMPROVEMENT PROGRAM S. ACADEMY BLVD.</div>		<div>S. ACADEMY BLVD. SURVEY CONTROL PLAN-1</div>		VERIFY SCALES		PROJECT MANAGER		L. D		NO. REVISION		BY		DATE	
						BAR IS ONE INCH ON ORIGINAL DRAWING		DESIGNED BY		J. S							
						0 1"		DRAWN BY		J. S							
						IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY		CHECKED BY		L. D							
SCALE		HORIZ: 1"=60'		VERT: N/A		FILENAME		PROJECT NUMBER		2014-017							
141700 CD CIVIL.DWG																	
SHEET		C001															
7		OF		15 SHEETS													





SITE MAP FOR ACADEMY BUS STOPS  
& SIDEWALK ADDITION

NOTE:  
SEE SHEETS 12 AND 13 FOR DETAILS OF  
BUS STOPS AND SIDEWALK ADDITION.

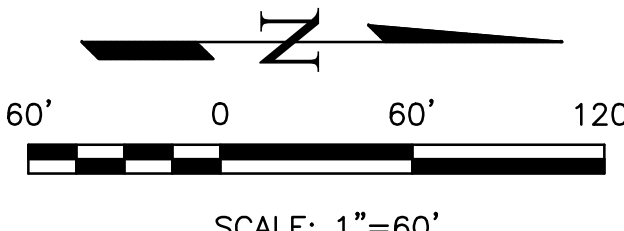
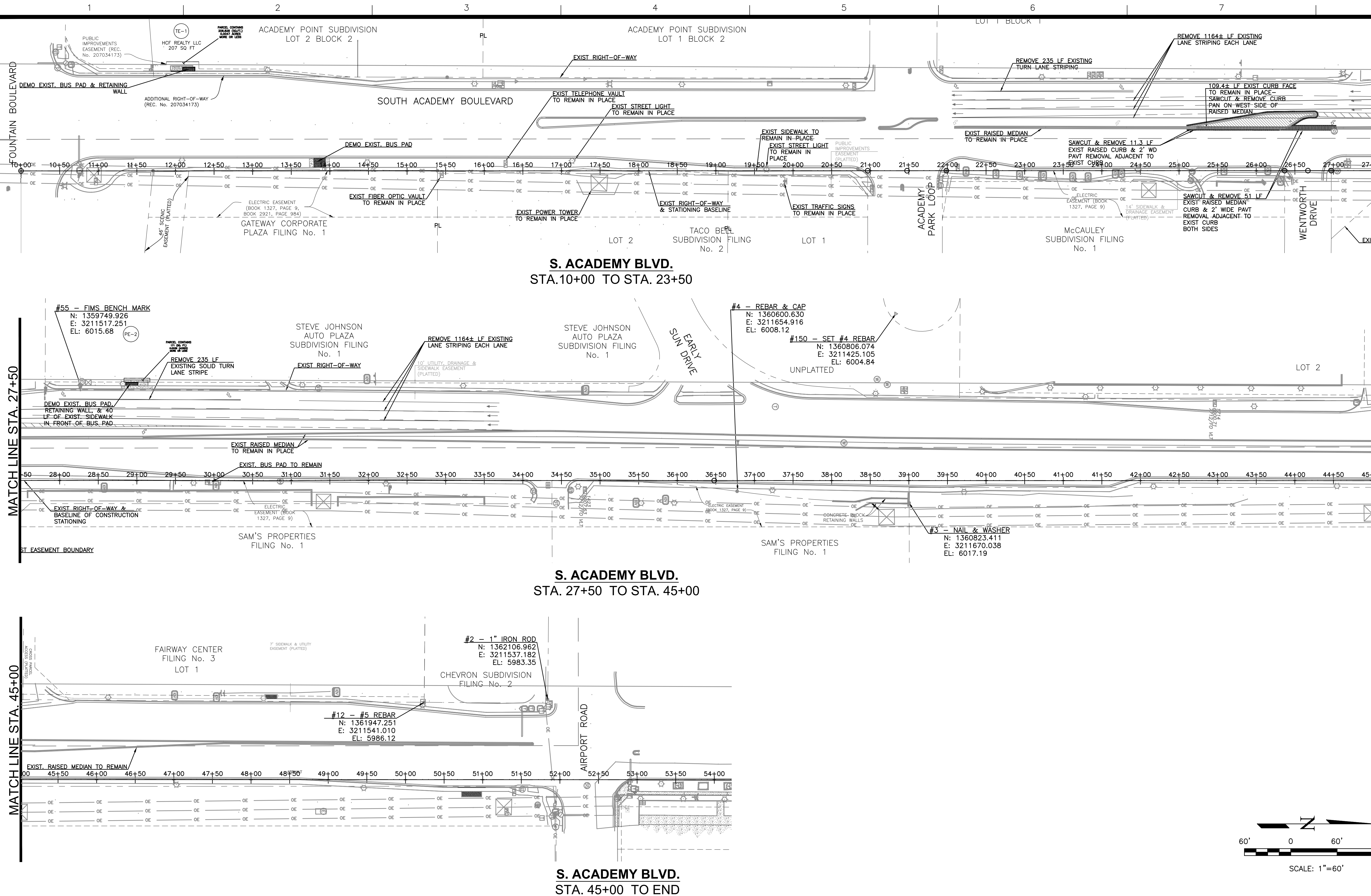
LEGEND

- ELECTRIC CABINET
- ELECTRIC TRANSFORMER/SWITCH
- ELECTRIC MANHOLE
- ELECTRIC CABINET
- OVERHEAD ELECTRIC LINE
- FIBER OPTIC VAULT
- LIGHT POLE
- UTILITY POLE
- TRAFFIC CONTROL HAND HOLE
- TRAFFIC SIGNAL MAST
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- WATER VALVE
- WATER MANHOLE
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- TELEPHONE/FIBER OPTIC HAND HOLE
- FIBER OPTIC MARKER
- STORM SEWER INLET
- STORM SEWER MANHOLE
- SIGN
- SANITARY SEWER MANHOLE
- MISC. MANHOLE
- INDICATES AREA OF EXISTING PAVEMENT REMOVAL
- INDICATES AREA OF FULL EXISTING CURB REMOVAL
- INDICATES ELEVATION FROM SURVEY
- INDICATES CALCULATED ELEVATION
- INDICATES SAWCUT LINE
- INDICATES AREA OF EXISTING CONCRETE REMOVAL
- TEMPORARY OR CONSTRUCTION EASEMENT
- PERMANENT EASEMENT
- PROPERTY LINE

CAPITAL IMPROVEMENT PROGRAM SOUTH ACADEMY BLVD.		CITY OF COLORADO SPRINGS PUBLIC WORKS / CITY ENGINEERING PO BOX 1876, MAIL CODE 410 30 S. NEVADA AVE., SUITE 401 COLORADO SPRINGS, CO 80903	
S. ACADEMY BLVD. OVERALL BUS STOP & SIDEWALK KEY MAP		PROJECT NUMBER 2014-017	
SCALE HORZ: 1"=100' VERT: N/A		PROJECT MANAGER L. DUCETT	
FILENAME 141700_BUS STOPS.DWG		DESIGNED BY J. S	
SHEET C002		DRAWN BY J. S	
8 OF 15 SHEETS		CHECKED BY L. D	
		NO. REVISION	
		BY DATE	



User: DAVE FRANK, Apr 14, 2023, 14:17:00, CD CIVIL.DWG - Layout: C101-DEMOLITION PLAN  
Drawing: 141700.DWG (DRAWINGS) C:\Users\DAVE\OneDrive\Documents\141700.DWG - Images: CITY OF COLORADO SPRINGS LOGO BW NEW PNG D-24.JPG  
Xrefs: 141700 BASE.DWG

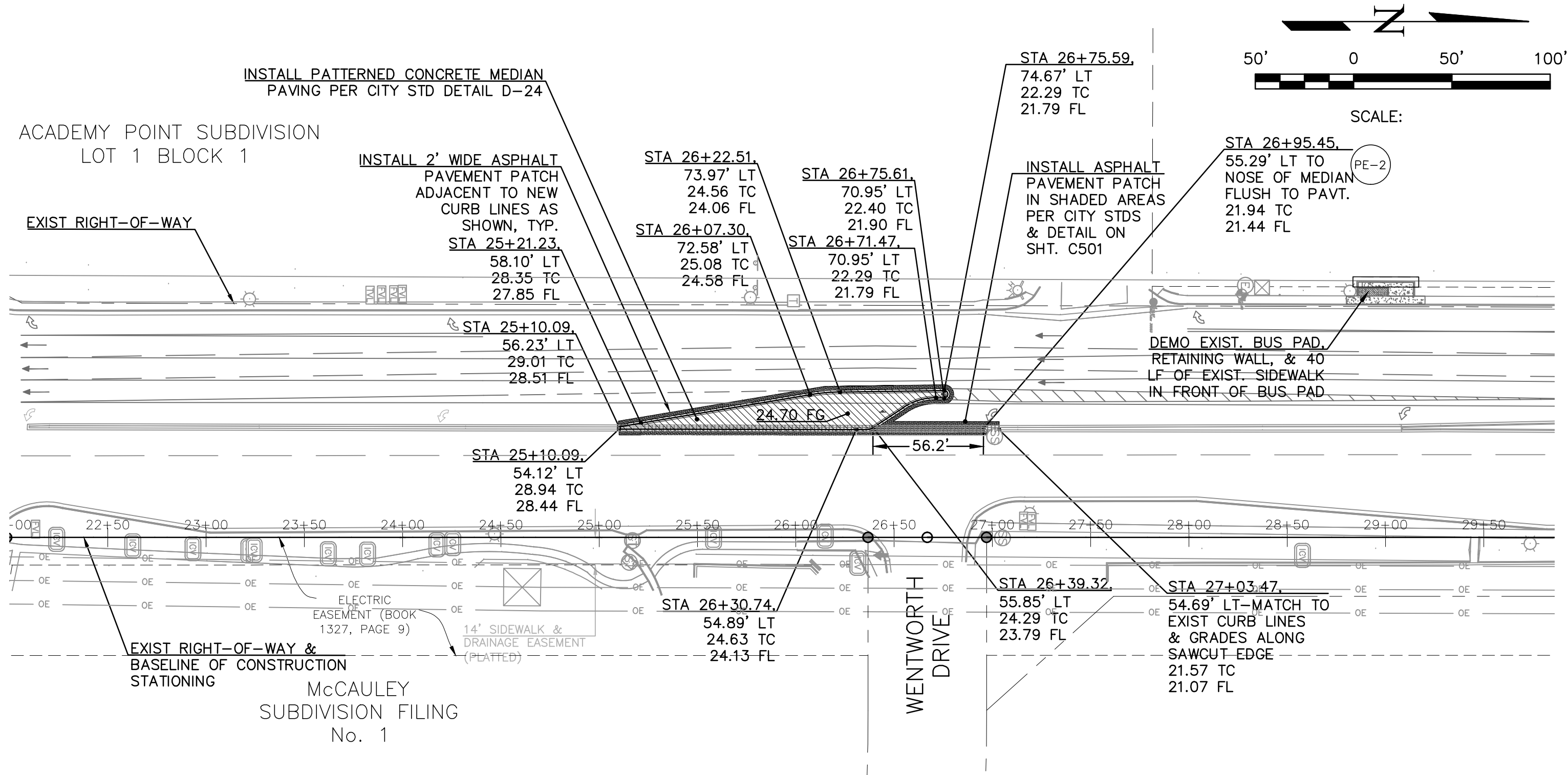


MATCH LINE STA. 27+50

MATCH LINE STA. 45+00

CAPITAL IMPROVEMENT PROGRAM		S. ACADEMY BLVD.		S. ACADEMY BLVD. DEMOLITION PLAN		SCALE		FILENAME		SHEET	
CITY OF COLORADO SPRINGS PUBLIC WORKS / CITY ENGINEERING PO BOX 1876, MAIL CODE 410 30 S. NEVADA AVE., SUITE 401 COLORADO SPRINGS, CO 80903		S. ACADEMY BLVD.		DEMOLITION PLAN		HORIZ: 1"=60' VERT: N/A		141700_CD_CIVIL.DWG		C101	
VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY		PROJECT MANAGER DESIGNED BY J. S. DRAWN BY J. S. CHECKED BY L. D.		NO. REVISION		L. D		PROJECT NUMBER 2014-017		9 OF 15 SHEETS	
DATE		BY									

User: DAVE FRANK, Aug. 14, 2023 -- 1:13:07 PM  
Drawing: C:\USERS\DAVE FRANK\APPDATA\LOCAL\TEMP\ACR\BUSH\_8728\141700 CD CIVIL.DWG - Layout: C201-IMPROVEMENT PLAN-MEDIAN CUT GRADING  
Xrefs: 141700 BASE.DWG - Images: CITY OF COLORADO SPRINGS LOGO BW NEW.PNG D-24.JPG



LEGEND

- ELECTRIC CABINET
  - ELECTRIC TRANSFORMER/SWITCH
  - ELECTRIC MANHOLE
  - ELECTRIC CABINET
  - LIGHT POLE
  - UTILITY POLE
  - TRAFFIC CONTROL HAND HOLE
  - TRAFFIC SIGNAL MAST
  - IRRIGATION CONTROL VALVE
  - FIRE HYDRANT
  - WATER VALVE
  - WATER MANHOLE
  - TELEPHONE MANHOLE
  - TELEPHONE PEDESTAL
  - TELEPHONE/FIBER OPTIC HAND HOLE
  - FIBER OPTIC MARKER
  - STORM SEWER INLET
  - STORM SEWER MANHOLE
  - SIGN
  - SANITARY SEWER MANHOLE
  - MISC. MANHOLE
  - F WALK
  - TC
  - FL
  - (XX.XX)
  - XX.XX TC
  - XX.XX FL
  - FG
- INDICATES AREA OF ASPHALT PAVEMENT PATCHING
- INDICATES AREA OF PATTERNED CONCRETE MEDIAN PAVING

VERIFY SCALES  
BAR IS ONE INCH ON ORIGINAL DRAWING  
1"  
0  
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

CITY OF COLORADO SPRINGS  
PUBLIC WORKS / CITY ENGINEERING  
PO BOX 1575, MAIL CODE 410  
30 S. NEVADA AVE., SUITE 401  
COLORADO SPRINGS, CO 80903

CAPITAL IMPROVEMENT PROGRAM  
S. ACADEMY BLVD.

S. ACADEMY BLVD.  
IMPROVEMENT PLAN-1

SCALE  
HORZ: 1"=50'  
VERT: N/A

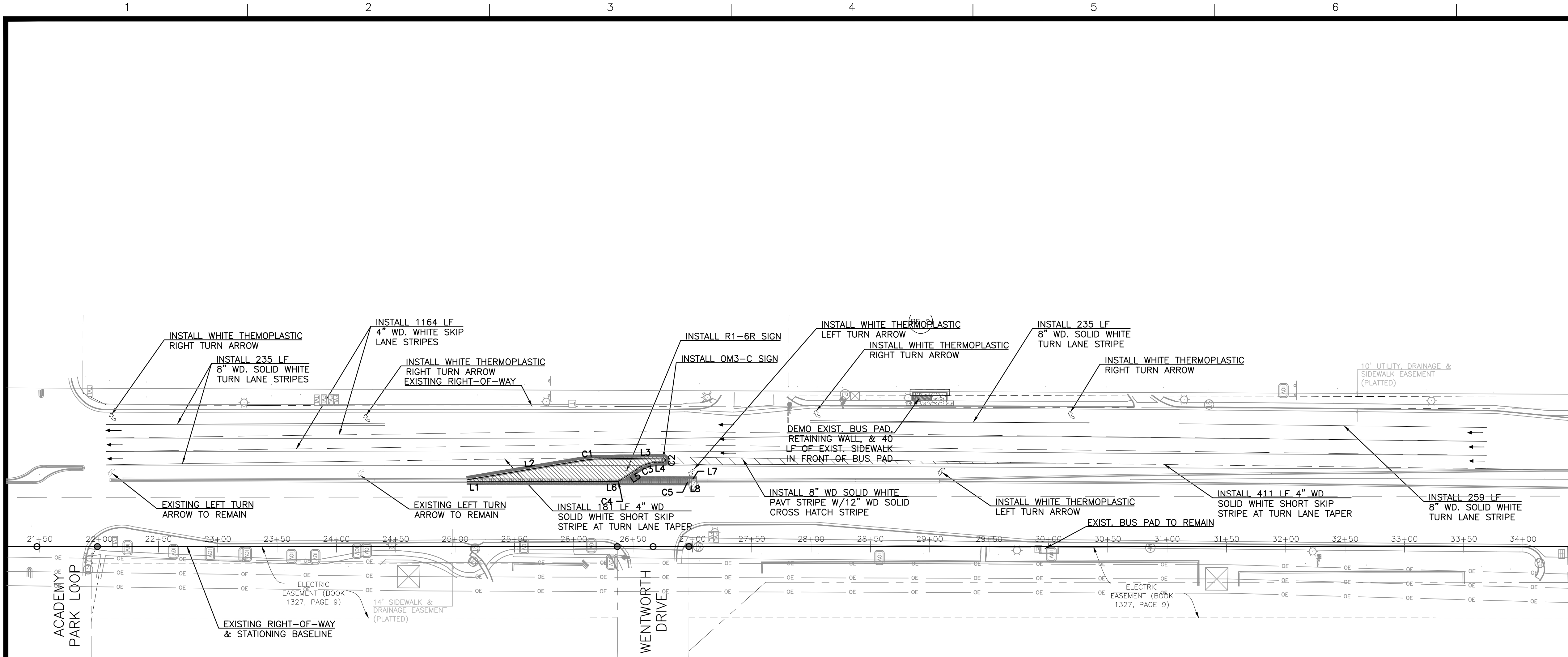
FILENAME  
141700 CD CIVIL.DWG

SHEET  
C201

10 OF 15 SHEETS



User: DAVE FRANK, Aug 14, 2023, 1:13:04  
Drawing: C:\USERS\DAVE FRANK\APPDATA\LOCAL\TEMP\ACIPUB\141700 CD CIVIL.DWG - Layout: C202-IMPROVEMENT PLAN-STRIPING & HOR CONT  
Xrefs: 141700 BASE.DWG - Images: CITY OF COLORADO SPRINGS LOGO BW NEW.PNG D-24.JPG















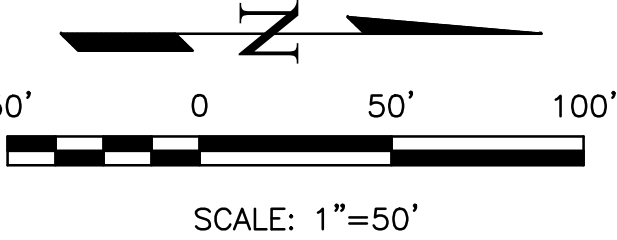
**S. ACADEMY BLVD.  
PAVEMENT STRIPING PLAN &  
HORIZONTAL CONTROL @ MEDIAN CUT  
STA.22+00± TO STA.34+00±**

Line Table				
Line #	Length	Direction	TYPE	
L1	11.29	N0° 03' 46.46"E	TYPE 4	
L2	98.58	N9° 33' 03.71"W	TYPE 4	
L3	53.00	N0° 48' 40.49"W	TYPE 4	
L4	4.14	S0° 03' 50.64"W	TYPE 4	
L5	18.75	S33° 08' 46.59"E	TYPE 4	
L6	5.23	S0° 06' 42.70"W	TYPE 4	
L7	6.42	S0° 05' 35.99"W	TYPE 4	
L8	6.42	N0° 05' 35.52"E	TYPE 4	

Curve Table				
Curve #	Length	Radius	Delta	TYPE, STYLE
C1	15.28	100.363	8.7239	TYPE 4
C2	5.89	1.864	180.8615	TYPE 4
C3	17.39	30.000	33.2103	TYPE 4
C4	3.48	6.000	33.2581	TYPE 4
C5	5.00	1.592	180.0585	TYPE 4

LEGEND

-  ELECTRIC CABINET
-  ELECTRIC TRANSFORMER/SWITCH
-  ELECTRIC MANHOLE
-  ELECTRIC CABINET
-  OVERHEAD ELECTRIC LINE
-  FIBER OPTIC VAULT
-  LIGHT POLE
-  UTILITY POLE
-  TRAFFIC CONTROL HAND HOLE
-  TRAFFIC SIGNAL MAST
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-  FIRE HYDRANT
-  WATER VALVE
-  WATER MANHOLE
-  TELEPHONE MANHOLE
-  TELEPHONE PEDESTAL
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-  FIBER OPTIC MARKER
-  STORM SEWER INLET
-  STORM SEWER MANHOLE
-  SIGN
-  SANITARY SEWER MANHOLE
-  MISC. MANHOLE
-  INDICATES AREA OF EXISTING PAVEMENT REMOVAL
-  INDICATES AREA OF EXISTING CURB FAN SAWCUT & REMOVAL
-  INDICATES AREA OF FULL EXISTING CURB REMOVAL



VERIFY SCALES  
BAR IS ONE INCH ON  
ORIGINAL DRAWING  
1"  
IF NOT ONE INCH ON  
THIS SHEET, ADJUST  
SCALES ACCORDINGLY

  
CITY OF COLORADO SPRINGS  
PUBLIC WORKS / CITY ENGINEERING  
PO BOX 1876, MAIL CODE 410  
30 S. NEVADA AVE., SUITE 401  
COLORADO SPRINGS, CO 80903

CAPITAL IMPROVEMENT PROGRAM  
S. ACADEMY BLVD.

S. ACADEMY BLVD.  
IMPROVEMENTS PLAN  
STRIPING & HORIZONTAL CONTROL

SCALE  
HORZ: 1"=50'  
VERT: N/A

FILENAME  
141700 CD CIVIL.DWG

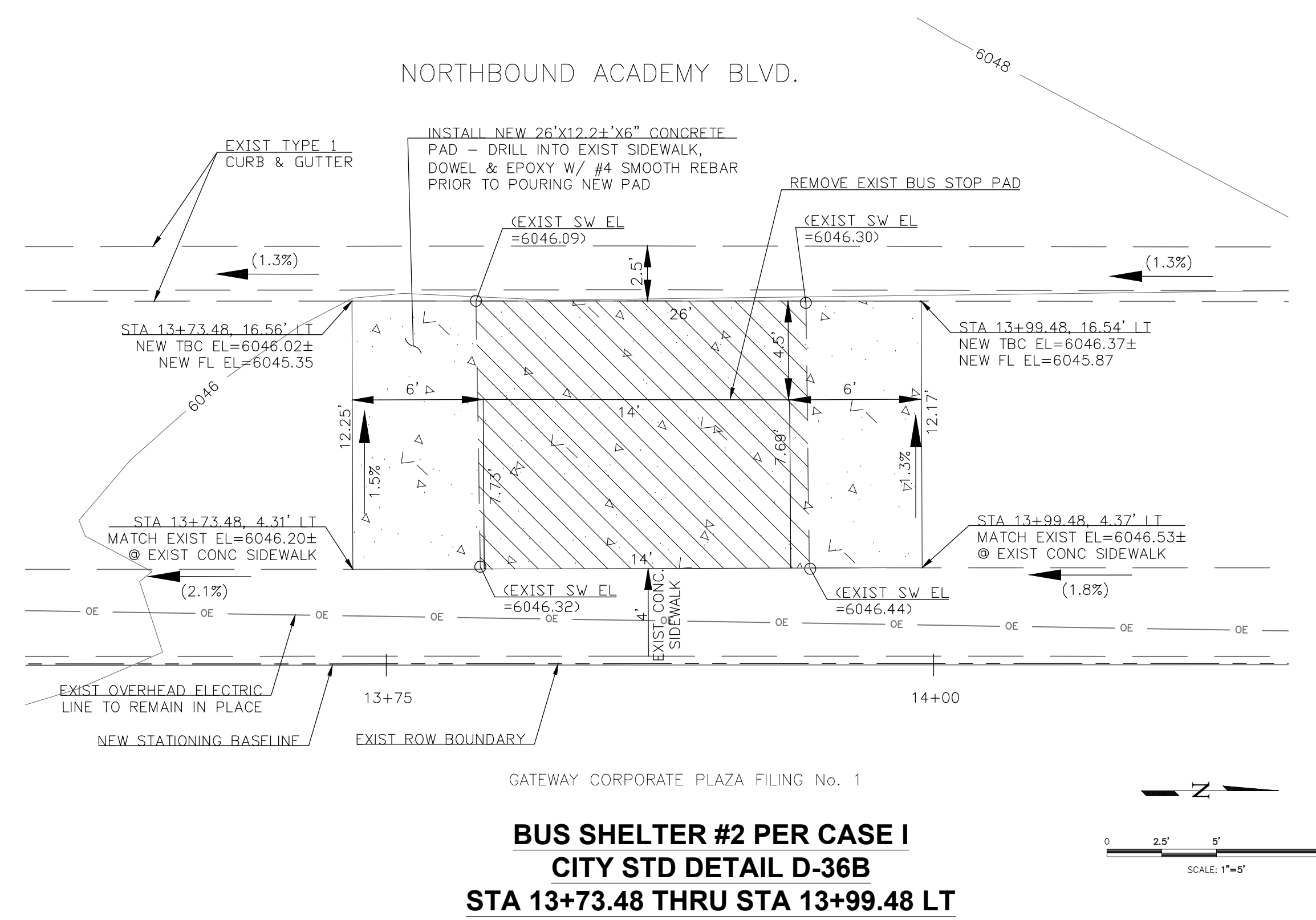
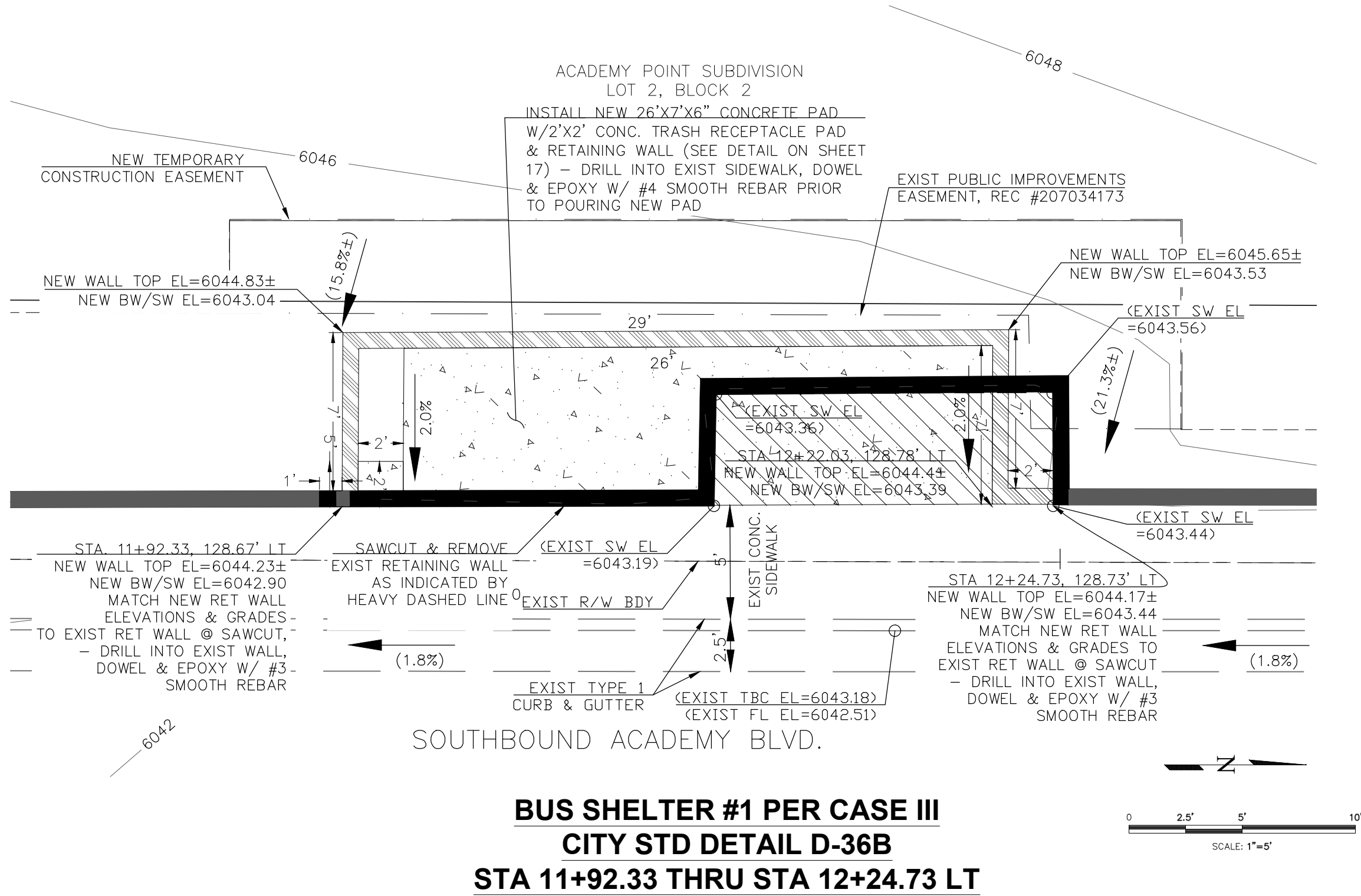
SHEET  
**C202**

11 OF 15 SHEETS

PROJECT MANAGER		L. D	NO. REVISION		BY	DATE
DESIGNED BY		J. S				
DRAWN BY		J. S				
CHECKED BY		L. D				
PROJECT NUMBER		2014-017				



User: DAVE FRANK Aug 14, 2023 1:16:37  
Drawing: "CAUSERS" DAVE FRANK APPROPRIATE LOCAL TEMP\ACIPUB\141700 BUS STOPS.DWG - Layout: C401 BUS STOPS  
Xrefs: 141700 BASE.DWG 141700 EC.DWG EPC BASE 2021-10-11.DWG 141700 BASE.DWG - Images: CITY OF COLORADO SPRINGS LOGO BW NEW.PNG



LEGEND

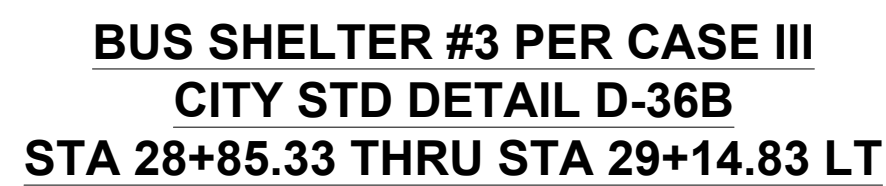
- ELECTRIC CABINET
- ELECTRIC TRANSFORMER/SWITCH
- ELECTRIC MANHOLE
- ELECTRIC CABINET
- OVERHEAD ELECTRIC LINE
- FIBER OPTIC VAULT
- LIGHT POLE
- UTILITY POLE
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- TRAFFIC SIGNAL MAST
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- WATER VALVE
- WATER MANHOLE
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- TELEPHONE/FIBER OPTIC HAND HOLE
- FIBER OPTIC MARKER
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- STORM SEWER MANHOLE
- SIGN
- SANITARY SEWER MANHOLE
- MISC. MANHOLE
- INDICATES AREA OF EXISTING PAVEMENT REMOVAL
- INDICATES AREA OF EXISTING CURB PAV. SAWCUT & REMOVAL
- INDICATES AREA OF FULL EXISTING CURB REMOVAL
- INDICATES ELEVATION FROM SURVEY
- INDICATES CALCULATED ELEVATION
- INDICATES SAWCUT LINE
- INDICATES AREA OF EXISTING CONCRETE REMOVAL
- TEMPORARY OR CONSTRUCTION EASEMENT
- PERMANENT EASEMENT
- PROPERTY LINE

VERIFY SCALES	PROJECT MANAGER	DESIGNED BY	DRAWN BY	CHECKED BY	PROJECT NUMBER
BAR IS ONE INCH ON ORIGINAL DRAWING	L. DUCETT	J. S.	J. S.	L. D.	2014-017
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY					

CITY OF COLORADO SPRINGS  
PUBLIC WORKS / CITY ENGINEERING  
PO BOX 1876, MAIL CODE 410  
30 S. NEVADA AVE., SUITE 401  
COLORADO SPRINGS, CO 80903

CAPITAL IMPROVEMENT PROGRAM  
SOUTH ACADEMY BLVD.  
S. ACADEMY BLVD. BUS STOPS  
NO 1 & 2

SCALE	HORZ: AS NOTED VERT: N/A
FILENAME	141700_BUS_STOPS.DWG
SHEET	C401
	12 OF 15 SHEETS



<p><b>VERIFY SCALES</b></p> <p><b>BAR IS ONE INCH ON ORIGINAL DRAWING</b></p> <p><b>IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY</b></p>
--

 **COLORADO SPRINGS**  
COLORADO SPRINGS, CO 80903  
CITY OF COLORADO SPRINGS  
PUBLIC WORKS / CITY ENGINEERING  
PO BOX 1575, MAIL CODE 410  
30 S. NEVADA AVE., SUITE 401  
COLORADO SPRINGS, CO 80903

**CAPITAL IMPROVEMENT PROGRAM  
SOUTH ACADEMY BLVD.**

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**S. ACADEMY BLVD.  
BUS STOP NO. 3**

SCALE  
HORIZ: AS NOTED  
VERT: N/A

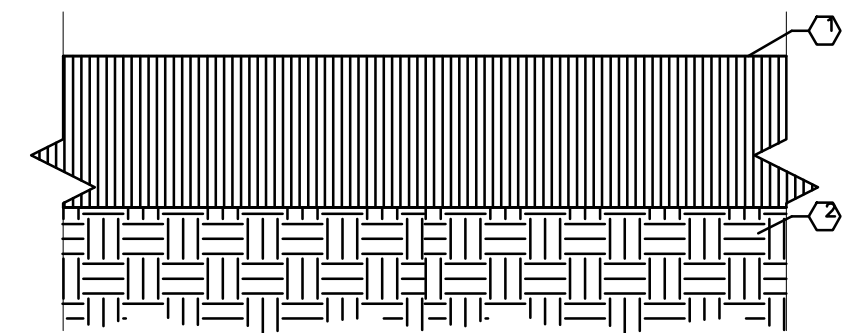
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FILENAME  
41700 BUS STOPS.DWG

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SHEET  
**C402**  
13 OF 15 SHEETS

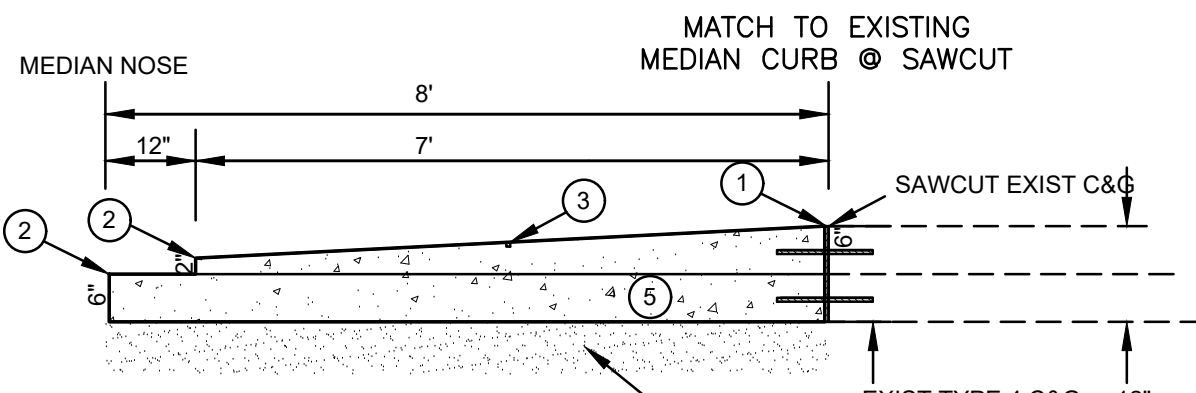




ASPHALT PAVEMENT SECTION DETAIL  
N.T.S.

- KEYED NOTES
- 1 6" ASPHALT CONCRETE, PER CITY STD GRADING 5"
  - 2 6" ASPHALT CONCRETE, PER CITY STD GRADING 5"
  - 3 6" WELL-DRAINED SUB-GRADE (SUB-GRADE TO MODIFIED 95 PROCTOR MIN. COMPACTION)

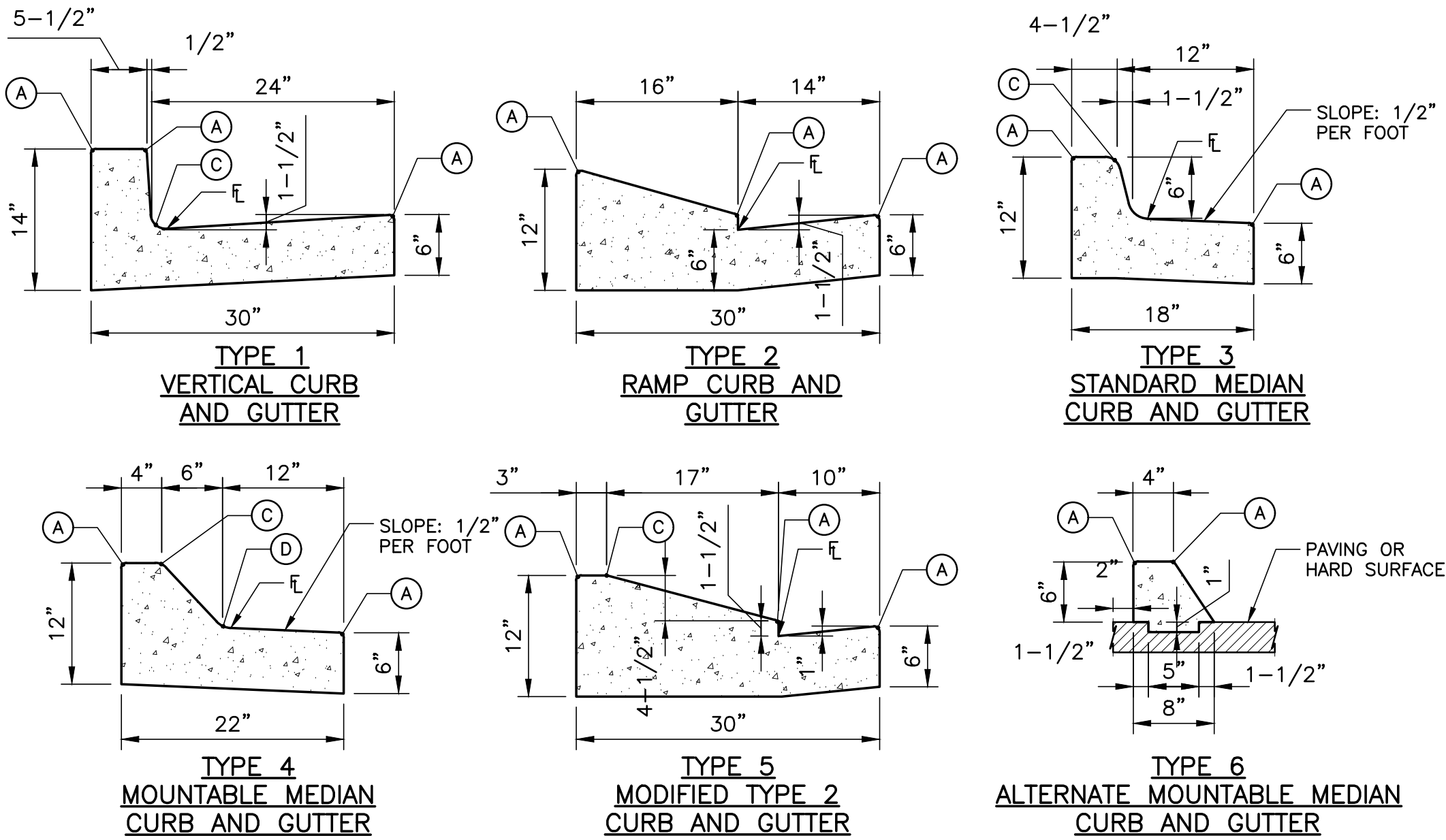
NOTE:  
THIS PAVEMENT SECTION DETAIL REFLECTS MINIMUM REQUIREMENTS. ENGINEER TO DETERMINE DESIGN BASED ON GEO-TECHNICAL DATA OF SPECIFIC PROJECT DAILY TRAFFIC DESIGN REQUIREMENT.  
THE CONTRACTOR SHALL MATCH EXISTING DEPTH & MATERIAL LINES & GRADES W/PROPOSED DEPTH & MATERIAL LINES & GRADES ALONG SAWCUT EDGES.



MEDIAN NOSE DETAIL  
N.T.S.

KEY NOTES:

- 1 COMPRESSED FILLER (3/4" MAXIMUM) CUT BACK & PROVIDE SEALANT, TYPICAL, AT ALL JOINTS WITH FILLER.
- 2 1/2" TOOLED CORNER
- 3 1/2" DEEP TOOL JOINTS SHALL BE INSTALLED AT 3.5 FOOT SPACING.
- 4 4" COMPACTED AGGREGATE BASE
- 5 28-DAY COMPRESSIVE STRENGTH CONCRETE @ 4000 PSI



LENGTH OF RADII

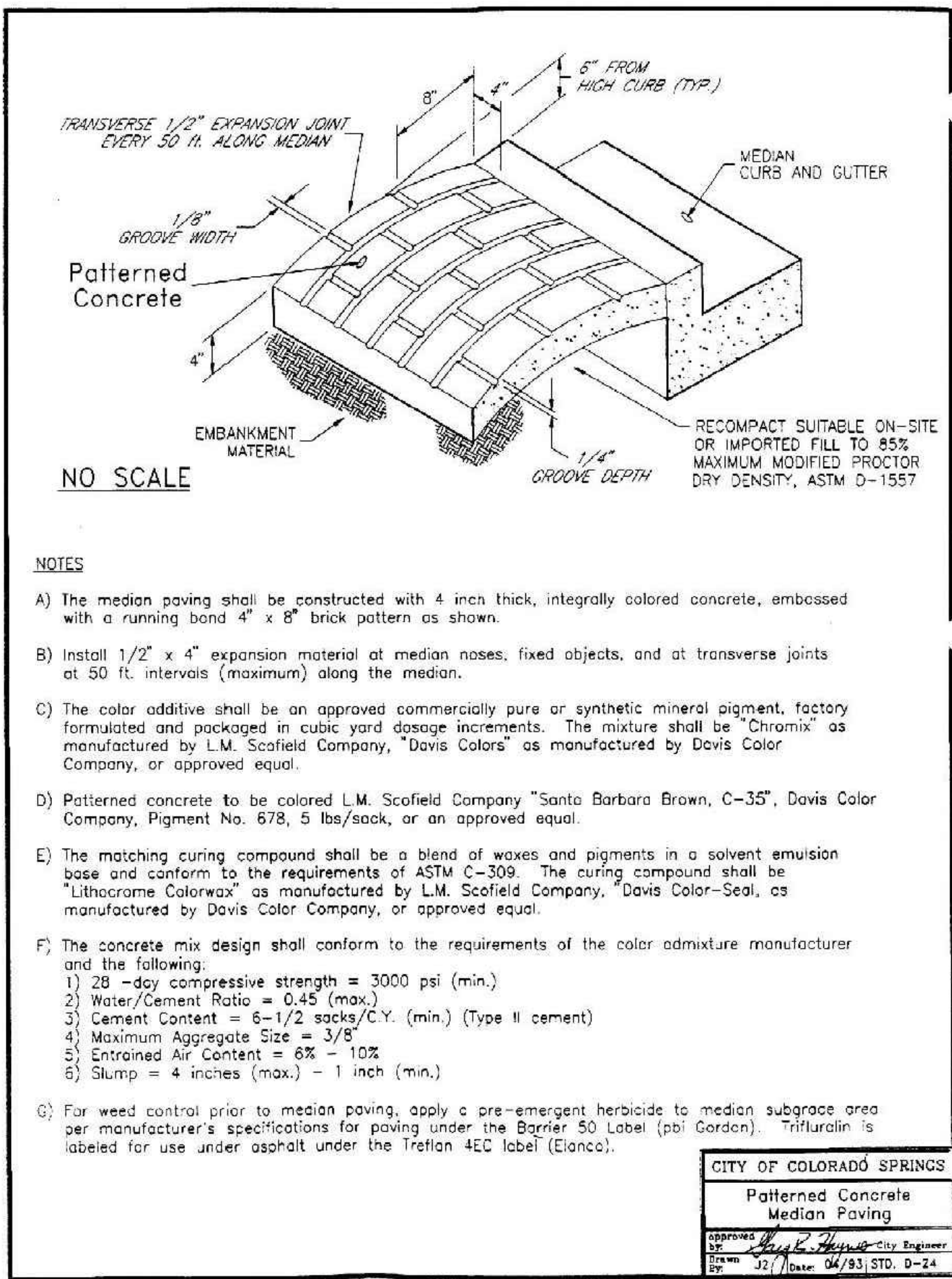
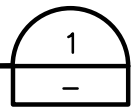
A	1/2"
C	1-1/2"
D	1-1/2" TO 2"

NOTES FOR TYPE 6 CURB:

- 1. 4000 PSI CONCRETE MIX DESIGN SHALL BE MODIFIED TO INCLUDE 0.5 BAGS OF FIBER MESH PER CUBIC FOOT.
- 2. 1" DEEP TOOL JOINTS SHALL BE INSTALLED AT 6 FOOT SPACING.
- 3. TYPE 6 MEDIAN CURB WILL ONLY BE ALLOWED WHERE STREET SECTION FALLS AWAY FROM CURB, "SPILL" CONDITION.

CURB AND GUTTER DETAIL

TYPE 1, 2, 3, 4, 5 AND 6  
CITY STANDARD DETAIL D-6  
SCALE: NTS



NOTES

- A) The median paving shall be constructed with 4 inch thick, integrally colored concrete, embossed with a running bond 4" x 8" brick pattern as shown.
- B) Install 1/2" x 4" expansion material at median noses, fixed objects, and at transverse joints at 50 ft. intervals (maximum) along the median.
- C) The color additive shall be an approved commercially pure or synthetic mineral pigment, factory formulated and packaged in cubic yard dosage increments. The mixture shall be "Chromix" as manufactured by L.M. Scofield Company, "Davis Colors" as manufactured by Davis Color Company, or approved equal.
- D) Patterned concrete to be colored L.M. Scofield Company "Santa Barbara Brown, C-35", Davis Color Company, Pigment No. 678, 5 lbs./sack, or an approved equal.
- E) The matching curing compound shall be a blend of waxes and pigments in a solvent emulsion base and conform to the requirements of ASTM C-309. The curing compound shall be "Lithochrome Colorwax" as manufactured by L.M. Scofield Company, "Davis Color-Seal, as manufactured by Davis Color Company, or approved equal.
- F) The concrete mix design shall conform to the requirements of the color admixture manufacturer and the following:
  - 1) 28 -day compressive strength = 3000 psi (min.)
  - 2) Water/Cement Ratio = 0.45 (max.)
  - 3) Cement Content = 6-1/2 sacks/C.Y. (min.) (Type II cement)
  - 4) Maximum Aggregate Size = 3/8"
  - 5) Entrained Air Content = 6% - 10%
  - 6) Slump = 4 inches (max.) - 1 inch (min.)
- G) For weed control prior to median paving, apply a pre-emergent herbicide to median subgrade area per manufacturer's specifications for paving under the Barrier 50 Label (pbi Gordon). Trifluralin is labeled for use under asphalt under the Treflan 4EC label (Elianco).

CITY OF COLORADO SPRINGS

Patterned Concrete  
Median Paving

APPROVED: *[Signature]* City Engineer  
DATE: 02/12/2023 Date: 04/93 STD. D-24

CITY OF COLORADO SPRINGS  
PUBLIC WORKS / CITY ENGINEERING  
PO BOX 1876, MAIL CODE 410  
30 S. NEVADA AVE., SUITE 401  
COLORADO SPRINGS, CO 80903

CAPITAL IMPROVEMENT PROGRAM  
S. ACADEMY BLVD.

S. ACADEMY BLVD.  
CITY STANDARD DETAILS

SCALE  
HORZ: NTS  
VERT: N/A  
FILENAME  
141700 CD CIVIL.DWG  
SHEET  
C501  
14 OF 15 SHEETS



15 OF 15 SHEETS

**SCHEDULE K – MINIMUM INSURANCE REQUIREMENTS**

**FOLLOWS THIS PAGE**

## SCHEDULE K - MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions or Standard Specifications.

- Commercial General Liability for limits not less than \$1,000,000 combined single limit with \$2,000,000 aggregate for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
1.   X
- Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000.
2.   X
- Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
3.   X

Except for workers' compensation and employer's liability insurance, the **City of Colorado Springs and Pikes Peak Rural Transportation Authority (PPRTA)** must be named as an **additional insured**. Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.

All coverage furnished by contractor is primary, and any insurance held by the City of Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**SCHEDULE L – CDOT's STANDARD SPECIFICATIONS REVISION OF SECTIONS 101 AND  
106**

**FOLLOWS THIS PAGE**

January 8, 2024

Revision of Sections 101 and 106  
Buy America and Build America, Buy America Requirements for Projects  
Containing Federal-Aid Highway Funding in the Amount Less Than  
\$500,000

## Notice

The Standard Special Provision (SSP) on the following page revises or modifies CDOT's *Standard Specifications for Road and Bridge Construction*. The Construction Engineering Services Branch has reviewed, approved, and issued it. Use as written without change. Do not use modified versions of it on CDOT construction projects. Do not use the following special provision on CDOT projects in a manner other than specified in the instructions without approval by CDOT's Standards and Specifications Unit. The instructions for use appear below.

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

**Instructions for use on CDOT (and local agency-administered) construction projects:**

Use this standard special provision on all federal-aid highway (FHWA) funded (CDOT and Local Agency administered) Infrastructure projects that have a federal funding Construction Phase authorization date that has occurred on or after October 23, 2023, and that contains federal-aid funding, but the total federal-aid highway funding is less than \$500,000. Design Project Managers should consult with their respective Region Business Office or HQ Business Office to determine the type and amount of federal-aid highway funding that has been or will be used in the projects. The less than \$500,000 threshold is to be based on the aggregate (total amount) of federal aid funding used or to be used in all phases of the project including Construction and any preliminary engineering phases (e.g., Right-of-way, Utilities, Design, Environmental, or Miscellaneous).



January 8, 2024

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Revision of Sections 101 and 106  
Buy America and Build America, Buy America Requirements for Projects  
Containing Federal-Aid Highway Funding in the Amount Less Than  
\$500,000

Sections 101 and 106 of the Standard Specifications are hereby revised as follows:

Add the following to Subsection 101.02:

**Build America, Buy America (BABA) Requirements:** Division G, title IX, subtitle A, parts I-II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58) and 2 CFR Parts 184 and 200. The “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, requires that all construction materials and manufactured products incorporated into the project are produced in the United States.

**Buy America (BA) Requirements:** FHWA Buy America statutory provisions are in 23 U.S.C.313 and the regulatory provisions are in 23 CFR 635.410, which requires that all of the steel and iron incorporated into the project is produced in the United States. For other policy and guidance links, see the FHWA Construction Program Guide.

**Buy America Preferences for Infrastructure Projects:** Requirements for federal-aid funded highway projects as outlined and encompassed in 2 CFR Part 184.

**Component:** An article, material, or supply, whether manufactured or unmanufactured, incorporated directly into: (i) a manufactured product; or, where applicable, (ii) an iron or steel product.

**Construction Material:** Includes an article, material, or supply that consist of only one of the following items listed means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2). To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- i. Non-ferrous metals;
- ii. Plastic and polymer-based products (including polyvinylchloride [PVC], composite building materials, and polymers used in fiber optic cables);
- iii. Glass (including optic glass);
- iv. Fiber optic cable (including drop cable);

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- v. Optical fiber;
  - vi. Lumber;
  - vii. Engineered wood; and
  - viii. Drywall.
- (2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

**Cost of Components for Manufactured Products:** In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (i) or components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (ii) or components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (i) of this section, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

**Infrastructure Project:** Includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

**Iron or Steel Product:** Articles, materials, or supplies that consists wholly or predominantly of iron or steel or a combination of both. Typical iron and steel products subject to Buy America preferences include, but is not limited to, structural and reinforcing steel incorporated into pavements, bridges, and buildings (such as maintenance facilities); steel rail; and other equipment.

Revision of Sections 101 and 106  
Buy America and Build America, Buy America Requirements for Projects  
Containing Federal-Aid Highway Funding in the Amount Less Than  
\$500,000

**Manufactured Product:**

- (1) Articles, materials, or supplies that have been:
  - i. Processed into a specific form and shape; or
  - ii. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

**Manufacturer:** The entity that performs the final manufacturing process that produces a manufactured product.

**Predominantly of iron or steel or a combination of both:** Means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

**Produced in the United States:**

- (1) Steel or Iron Products: All manufacturing processes, from the initial melting/smelting stage through the application of coatings, occurred in the United States.
- (2) Manufactured Products:
  - i. The product was manufactured in the United States; and
  - ii. The cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product.

January 8, 2024

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Revision of Sections 101 and 106  
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- (3) Construction materials: All manufacturing processes for the construction material occurred in the United States per 106.11(f) of this specification.

**Section 70917(c) Materials:** Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See section 70917(c) of the Build America, Buy America Act.

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\$500,000

**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. The Special Notice to Contractors Section of the FMM, and the requirements therein, shall be considered a contractual document when this specification is included.
- (b) *Categorization of articles, materials, and supplies.*
- (1) An article, material, or supply should only be classified into one of the following categories:
    - i. Iron or steel products;
    - ii. Manufactured products;
    - iii. Construction materials; or
    - iv. Section 70917(c) materials.
  - (2) An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in paragraph (b)(1) of this section. The classification of an article, material, or supply as falling into one of the categories listed in paragraph (b)(1) must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.
  - (3) An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.
- (c) *Steel or Iron Products.* All manufacturing processes, including the application of a coating, for all steel or iron products permanently incorporated in the work shall have occurred in the United States of America. All manufacturing processes include the processes that change the raw ore or scrap metal into a finished steel or iron product.

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\$500,000

The Contractor shall obtain and maintain on file Buy America certifications that every process from either the original smelting or melting operation, including the application of a coating, performed on steel or iron products either has or has not been carried out in the United States of America. These Buy America certifications apply to every steel and iron product that requires pre-inspection, pretesting, certified test results, or a certificate of compliance. Shipping invoices, bar lists, and mill test reports shall accompany the Buy America certifications. These Buy America certifications shall be obtained from each supplier, distributor, fabricator, and manufacturer that has handled each steel or iron product. These Buy America certifications shall create a chain of custody trail for every supplier, distributor, fabricator, and manufacturer that handled the steel or iron product and shall include certified mill test reports with heat numbers from either the original smelting or melting operation. Prior to the permanent incorporation or payment for the steel or iron products, the Contractor shall also provide a copy of these certifications to the Project Engineer. The Contractor shall allow the State, FHWA, and their representatives access to the Buy America certifications including supporting documentation upon request. The lack of these certifications will be justification for rejection of the steel or iron product.

Before the permanent incorporation into the project and before payment for steel or iron products, the Contractor shall also provide the following for every iron or steel product that is delivered:

- (i) *Contractor Compliance Certification.* The compliance certification document shall certify in writing that the Contractor has received and reviewed the Buy America certifications and supplied them to the Project Engineer; the certification(s) and supporting documentation is on file and complies with the Buy America requirements; and when requested, the Contractor has submitted the required documentation to FHWA or other CDOT representatives.
- (ii) *Monthly Summary of Buy America Certifications.* The Contractor shall also maintain a document that summarizes the date and quantity of all steel and iron material delivered to the project. This summary document shall include the pay item, quantity of material delivered to the project, delivered cost of the pay item, and the quantity of material installed by

January 8, 2024

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the monthly progress payment cutoff date. The summary document shall reconcile the pay item for the material delivered to the project to the Buy America certifications. The summary document shall also include the delivered cost of all foreign steel or iron delivered and permanently incorporated into the project, if applicable. The Contractor shall also submit a summary document for each month that no steel or iron products are incorporated into or delivered to the project. The Contractor shall submit the summary document to the Engineer by the monthly progress payment cutoff date.

The Contractor shall obtain and maintain on file Buy America certifications that every process from either the original smelting or melting operation, including the application of a coating, performed on steel or iron products either has or has not been carried out in the United States of America. These Buy America certifications apply to every steel and iron product that requires pre-inspection, pretesting, certified test results, or a certificate of compliance. Shipping invoices, bar lists, and mill test reports shall accompany the Buy America certifications. These Buy America certifications shall be obtained from each supplier, distributor, fabricator, and manufacturer that has handled each steel or iron product. These Buy America certifications shall create a chain of custody trail for every supplier, distributor, fabricator, and manufacturer that handled the steel or iron product and shall include certified mill test reports with heat numbers from either the original smelting or melting operation. Prior to the permanent incorporation or payment for the steel or iron products, the Contractor shall also provide a copy of these certifications to the Project Engineer. The Contractor shall allow the State, FHWA, and their representatives access to the Buy America certifications including supporting documentation upon request. The lack of these certifications will be justification for rejection of the steel or iron product.

This requirement will not prevent a minimal use of foreign steel or iron, provided the total cost, including delivery to the project, of all such steel and iron products does not exceed 1/10 of one percent (i.e., 0.1%) of the total contract cost or \$2,500, whichever is greater. When there is foreign steel or iron permanently incorporated into the project, the Contractor shall provide documentation of the project delivered cost of that foreign steel or iron to the

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\$500,000

Project Engineer.

- (d) *Manufactured Products*. The FHWA's 1983 Buy America Final Rule, (see <https://www.fhwa.dot.gov/programadmin/contracts/112583.cfm>) waive the application of Build America, Buy America requirements for manufactured products that do not include steel and iron components. However, Buy America requirements apply to steel or iron components of manufactured products (i.e. steel wire mesh or steel reinforcing components of precast reinforced concrete products).
- (e) *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.
- (f) *Project Level Waivers*. The Federal Highway Administration is responsible for processing and approving all waivers, including waivers requested by recipients and on behalf of subrecipients. More information on Buy America waivers can be found in the Field Materials Manual Special Notice to Contractors.

If a Contractor desires to pursue a waiver they shall notify the CDOT Project Engineer in writing who will then submit it to the CDOT Materials & Geotechnical Services Unit, Pavement Design and Documentation Services Program. The Pavement Design and Documentation Services Program will review it and forward it to the FHWA Division Office for consideration.

A Contractor's decision to pursue any waivers on the project shall not waive or otherwise nullify any provisions of the Contract. In addition, the time to obtain a waiver shall be considered a non-excusable, non-compensable delay and Liquidated Damages (per Subsection 108.09) will be enforced should the Contract Time (original or as-amended) expire due to the approval or non-approval of a waiver.

The Contractor will not be entitled to an extension of contract time due to the approval or non-approval of a waiver and no such claim will be considered.



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\$500,000

## **SCHEDULE M – EXHIBITS**

- Exhibit 1 Sample Contract
- Exhibit 2 Reserved - See Schedule K
- Exhibit 3 Qualification Statement
- Exhibit 4 Bid Certification and Representations and Certifications
- Exhibit 5 Bid Bond
- Exhibit 6 Federal Forms
- Exhibit 7 CDOT Forms

## EXHIBIT 1 – SAMPLE CONTRACT

### CONSTRUCTION CONTRACT

Contract Number:		Project Name/Title	
Vendor/Contractor			
Contact Name:		Telephone:	
Email Address:			
Address:			
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership
City Contracting Specialist		City Dept Rep	
NOT TO EXCEED Contract Amount:		City Account #	
Contract Type:	Fixed Unit Price	Period of Performance:	

#### 1. INTRODUCTION

THIS Fixed Unit Price CONTRACT ("Contract") is made and entered into this XXX day of XXX, 2022 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and \_\_\_\_\_ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity: XXXX.

The Contractor did on the XXX day of XXX, 2022 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract
2. Schedule A – Price Sheet
3. Schedule B – General Construction Terms and Conditions
4. Schedule C – Special Contract Terms and Conditions
5. Schedule D – General Specifications
6. Schedule E – Special and Technical Specifications
7. Schedule F – Scope of Work
8. Exhibit 1 – Performance, Labor and Material Payment, and Maintenance Bonds
9. Exhibit 2 – Minimum Insurance Requirements

#### 2. COMPENSATION/CONSIDERATION

THIS FIXED UNIT PRICE CONTRACT is established at the Not to Exceed amount of \$xxxxxxx.

Subject to the terms and conditions of the Contract Documents, Contractor agrees to furnish all materials and to perform all work as set forth in its proposal and as required by the Contract Documents.

All pricing is in accordance with the fixed unit prices found in Schedule A, as proposed by the Contractor. Payment made for actual quantities as set forth in Schedule B, General Construction Terms and Conditions. At no time shall the total obligation of the City exceed the not to exceed amount of this Contract.

### **3. TERM OF CONTRACT**

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is **the date of Notice to Proceed through April 30, 2022** ("Period of Performance") as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

### **4. INSURANCE**

The Contractor shall provide and maintain acceptable Insurance Policy(s) consistent with the Minimum Insurance Requirements attached as Exhibit 2, which includes Property, Liability, and as otherwise listed in Exhibit 2. The City of Colorado Springs shall be reflected as an additional insured on the Property and Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contract that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract. ***A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AND XXXX AS ADDITIONALLY INSURED.***

### **5. RESPONSIBILITY OF THE CONTRACTOR**

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.
- B. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.

- C. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.
- D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

## **6. WORK OVERSIGHT**

- A. The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City's delegated Project Manager.
- B. If any of the work or services being performed does not conform with Contract requirements, the City may require the Contractor to perform the work or services again in conformity with Contract requirements, at no increase in Contract amount. When defects in work or services cannot be corrected by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the work or services performed.
- C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance is in conformity with Contract requirements, the City may (1) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such work or service or (2) terminate the Contract for breach of contract.

## **7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS**

- A. Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City's Project Manager's written consent before making any substitution of these subcontractors, associates, or other contractors.
- B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

## **8. KEY PERSONNEL**

The key personnel listed in the proposal and/or below will be the individuals used in the performance of the work. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained by the Contractor from the City's Project Manager. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

## **9. START AND CONTINUANCE OF WORK**

It is further agreed that the Contractor will start work promptly and continue to work diligently until this Contract is completed.

## **10. APPROPRIATION OF FUNDS**

This Contract is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

## **11. CHANGES**

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is given a written change order describing the change in Contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, and such change order is signed by the authorized City representative, as defined below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

No change, amendment, or modification to this Contract shall be valid unless duly approved and issued in writing by the City of Colorado Springs Procurement Services Division. The City shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the City of Colorado Springs Procurement Services Division.

The following personnel are authorized to sign changes, amendments, or modifications to this Contract.

The Project Manager: Changes up to \$14,999.99

The City of Colorado Springs Chief of Staff: Changes up to \$499,999.99

The Mayor of the City of Colorado Springs: Unlimited

## **12. ECONOMIC PRICE ADJUSTMENT**

- A. The Contractor shall notify the City of Colorado Springs Procurement Services Division if, at any time during contract performance, the rate of pay for labor or the unit prices for material shown in Schedule A experiences a significant increase. A change in price shall be considered significant when the unit price of an item increases by 10% from the execution date of this Contract. The Contractor shall furnish notice of this increase within 60 days after the increase, or within any additional period that the City Procurement Services Division may approve in writing, but not later than the date of final payment under this Contract. The notice shall include the Contractor's proposal for an adjustment in the Contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the City Procurement Services Division, supporting data explaining the cause, effective date, and amount of the increase and the amount of the Contractor's adjustment proposal.
- B. Promptly after the City Procurement Services Division receives the notice and data under paragraph (a) of this clause, the City Procurement Services Division and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the City Procurement Services Division may postpone the negotiations until an accumulation of increases in the labor rates (including fringe benefits) and unit prices of material shown in Schedule A results in an adjustment allowable under paragraph (c)(3) of this clause. The City Procurement Services Division shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in Schedule A to reflect the increases resulting from the adjustment. The Contractor shall continue performance at current rates pending agreement on, or determination of, any adjustment and its effective date.
- C. Any price adjustment under this clause is subject to the following limitations:
  - 1. Any adjustment shall be limited to the effect on unit prices of the increases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in Schedule A. There shall be no adjustment for:
    - (i) Supplies or services for which the production cost is not affected by such changes;
    - (ii) Changes in rates or unit prices other than those shown in Schedule A; or
    - (iii) Changes in the quantities of labor or material used from those shown in Schedule A for each item.
  - 2. No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.
  - 3. There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all line items, either party requests an adjustment under paragraph (b) of this clause.

4. The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price.

### **13. ASSIGNMENT**

No assignment or transfer by the Contractor of this Contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment. Such written approval by the City shall not relieve the Contractor of the obligations under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be included in the assignment:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

### **14. CHOICE OF LAW**

This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado home rule city. Court venue and jurisdiction shall be exclusively in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Contract is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

### **15. WORKERS' COMPENSATION INSURANCE**

Contractor shall take out and maintain during the Period of Performance, Colorado Worker's Compensation Insurance for the Contractor and all employees of the Contractor. If any service is sublet by the Contractor, the Contractor shall require the subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Workers' Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Workers' Compensation Act of Colorado.

### **16. INDEMNIFICATION**

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract caused by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by the Contractor or any person employed by it or anyone for whose acts the Contractor is legally liable. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the City. The indemnification obligation shall survive the expiration or termination of this Contract



## **17. INDEPENDENT CONTRACTOR**

In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an independent contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this Contract, except as otherwise stated within the Contract terms. The City shall not provide any direction to the Contractor on the work necessary to complete the project. Contractor understands that it is an independent contractor responsible for knowing how to perform all work or tasks necessary to complete project. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

## **18. APPLICABLE LAW AND LICENSES**

In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all subcontractors comply with all applicable state, federal and City and local law, rules and regulations, technical standards or specifications. The Contractor shall qualify for and obtain any required licenses prior to commencement of work.

## **19. PRIOR AGREEMENTS**

This is a completely integrated Contract and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this Contract shall be of no effect and shall not be binding on the City. This Contract may only be amended in writing, and executed by duly authorized representatives of the parties hereto.

## **20. INTELLECTUAL PROPERTY**

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this

Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

## **21. WAIVERS**

No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Contractor shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Contractor.

## **22. THIRD PARTIES**

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person or entity on such Contract. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

## **23. TERMINATION**

### **A. Termination for Convenience.**

By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins any work or portion of the work. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other

costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

B. Termination for Cause: The occurrence of any one or more of the following events ("Event of Default") will justify termination for cause:

1. Contractor's failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
2. Contractor's disregard of the laws or regulations of any public body having jurisdiction.
3. Contractor's disregard of the authority of Project Manager.
4. Contractor's violation in any material provision of the Contract Documents.
5. Contractor's failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
6. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.
7. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.
8. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

If one or more of the events identified in Paragraphs 1-8 above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, construction equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or

conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor or Surety then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

- C. Termination Notice. Upon receipt of a termination notice, whether for convenience or cause, the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
- D. Removal of Equipment. Except as provided above, in the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

## **24. BOOKS OF ACCOUNT AND AUDITING**

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

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

## **25. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. All persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

## **26. LABOR**

The Contractor shall employ only competent and skilled workmen and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The Project Manager shall have the authority to order the removal from the work of any person, including Contractor's or any subcontractor's employees, who refuses or neglects to observe any of the provisions of these Plans or Specifications, or who is incompetent, abusive, threatening, or disorderly in conduct and any such person shall not again be employed on the Project.

In accord with the Keep Jobs in Colorado Act, codified at sections 8-17-101, et seq., C.R.S., Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on this Project et seq.; provided however, that this paragraph shall not apply if the Project receives federal funding.

In no event shall the City be responsible for overtime pay.

## **27. GRATUITIES**

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

## **28. NON-DISCRIMINATION**

- A. In accord with section 24-34-402, C.R.S., Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 as amended, all applicable federal and state laws, the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.
- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

## **29. ORDER OF PRECEDENCE**

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- A. This Contract document with its terms and conditions
- B. Specific Construction Terms and Conditions
- C. General Construction Terms and Conditions
- D. The Statement of Work
- E. Specific Specifications
- F. General Specifications
- G. Other Appendices, Attachments, Exhibits, or Schedules

## **30. HEADINGS**

The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

## **31. DISPUTES**

- A. All administrative and contractual disputes arising from or related to this Contract other than those arising under Unanticipated Circumstances provisions (in section 107.27 of Schedule B General Construction Terms and Conditions) shall be addressed in the following manner:
  - 1. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
  - 2. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
  - 3. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
  - 4. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
  - 5. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.
  - 6. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with

the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

## **32. DELIVERY**

The City may cancel this Contract or any portion thereof if delivery is not made when and as specified, time being of the essence in this Contract. Contractor shall pay the City for any loss or damage sustained by the City because of failure to perform in accordance with this Contract.

## **33. PAYMENTS**

All invoices shall be sent to the Project Manager identified in this Contract.

The City will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The City will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the City.

All payments for Construction will be made in accordance with the Payment provisions found in Schedule B – General Construction Terms and Conditions.

Each invoice must contain at least the following information:

Contract number, issued purchase order number, invoice number, invoice date, timeframe covered by invoice, type and amount of labor and materials used for that time period, dollar amount in unit price, extended price, and total value of invoice.

## **34. INSPECTION OF SERVICES**

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services furnished under this Contract conform to Contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any City inspection and testing required in the Contract's specifications, except for specialized inspections or tests specified to be performed solely by the City.

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.
- C. The City has the right to inspect and test all services called for by the Contract, to the extent

practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.

- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

### **35. SECURITY**

The City maintains security requirements regarding access to City buildings and other City workplaces and worksites on City property. All Contractor personnel accessing City buildings, workplaces, or worksites, may be required to produce a valid, Government issued picture identification. Contractor personnel lacking such identification may not be allowed access to such sites. No costs incurred by the Contractor due to City security requirements shall be allowable or payable under this Contract.

### **36. TIME IS OF THE ESSENCE**

In as much as the Contract concerns a needed or required service, the terms, conditions, and provisions of the Contract relating to the time of performance and completion of work are of the essence of this Contract. The Contractor shall begin work on the day specified and shall prosecute the work diligently so as to assure completion of the work within the number of calendar days or date specified, or the date to which the time for completion may have been extended.

### **37. EMPLOYMENT OF LABOR**

The Contractor shall comply with, and defend and hold the City harmless from any violation of all laws and lawful rules and regulations, both of the State of Colorado and of the United States, relating to Workmen's Compensation, unemployment compensation, Social Security, payment for overtime, and all other expenses and conditions of employment under this Contract.

### **38. SALES TAX**

The Contractor must have a tax-exemption certificate from the Colorado Department of Revenue for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable. The tax exempt project number and the exemption certificate only applies to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. Such purchases and rentals are subject to full applicable taxation.

All contracts with subcontractors must include the City of Colorado Springs Sales and Use Tax on the work covered by the Contract, and other taxes as applicable.

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc.), City Use Tax is due and payable to the City. The Contractor shall execute and deliver, and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, ST 16 forms



listing all said equipment, materials and supplies and the corresponding use tax due, along with payment for said taxes. Any outstanding taxes due may be withheld from the final payment due the Contractor and may result in suspension of Contractor from bidding on City projects.

Forms and instructions can be downloaded at <https://coloradosprings.gov/cat/government/tax-information/sales-tax>. Questions can be directed to the City Sales Tax Division at (719) 385-5903.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

The Contractor's payment or exemption of State of Colorado, El Paso County and City Sales and Use Taxes shall be as specified herein.

### **39. SEVERABILITY**

If any terms, conditions, or provisions of this Contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other terms, conditions, or provisions of this Contract.

### **40. LIABILITY OF CITY EMPLOYEES**

All authorized representatives of the City are acting solely as agents and representatives of the City when carrying out and exercising the power or authority granted to them under the Contract. There shall not be any liability on them either personally or as employees of the City.

### **41. USE OF CITY NAME OR LOGO**

Except as otherwise provided in this Contract, the Contractor shall not refer to this Contract or the City of Colorado Springs in any advertising or promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the City of Colorado Springs, its employees, or its Departments, or is considered by these entities to be superior to other products or services. Any use of the name or logo of the City of Colorado Springs in advertising or promotions must be approved in writing by the City of Colorado Springs Contracts Specialist assigned to the Contract prior to such use.

### **42. TRAVEL**

If travel expenses are included as a line item in this Contract, all travel expenses incurred and billable by the Contractor are subject to City approval. Air travel shall be limited to the round trip "economy coach" fare. Travel from the Colorado Springs Airport is encouraged. Unless there are extenuating circumstances, the Contractor should take advantage of lower airfares by purchasing tickets more than 14 days in advance of travel. In-state travel by air must be more economical than travel by private vehicle. Use of a private vehicle may be reimbursed per mile at the current rate published by the IRS annually. Short-term parking, long-term parking or cab fare associated with airport departure and arrival may be allowable expenses. Valet parking will not be allowed unless it is the least expensive or only option. Car rental rates may be reimbursed for car rentals no greater than the intermediate or standard classification. The City will not reimburse any other travel methods or expenses. The City will pay for lodging, meals, and miscellaneous expenses

on a per diem basis only, in accordance with the current per diem rates published by the IRS annually. The City will not pay for Contractor expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with the Contractor's invoice.

#### **43. ELECTRONIC SIGNATURE**

This Agreement and all other documents contemplated hereunder may be executed using electronic signature with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence, and (iii) enforceable in accordance with its terms

#### **44. APPENDICES**

The following Appendices are made a part of this Agreement:

1. Schedule A – Price Sheet
2. Schedule B – General Construction Terms and Conditions
3. Schedule C – Special Contract Terms and Conditions
4. Schedule D – General Specifications
5. Schedule E – Special and Technical Specifications
6. Schedule F – Scope of Work
7. Exhibit 1 – Performance, Labor and Material Payment, and Maintenance Bonds
8. Exhibit 2 – Minimum Insurance Requirements

## CONTRACT SIGNATURE PAGE

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

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

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

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

**EXHIBIT 2 – RESERVED - SEE SCHEDULE K**

### EXHIBIT 3 – QUALIFICATION STATEMENT

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this Invitation for Bid. Please complete this form in its entirety and submit it (in the number of copies requested) along with the other required proposal documents. If a request in the Qualification Statement is contained in the Bid, indicate the section in the Bid where that information can be found.

**(PRINT)**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY STATE ZIP: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

1. TYPE OF BUSINESS \_\_\_\_\_

**2. TYPE OF LICENSE AND LOCATION**

CORPORATION ☐ INDIVIDUAL ☐

PARTNERSHIP ☐ JOINT VENTURE ☐

OTHER: \_\_\_\_\_

3. TYPE OF SERVICE TO BE PROVIDED FOR IFB: \_\_\_\_\_

4. NUMBER OF YEARS IN BUSINESS: \_\_\_\_\_

5. ON A SEPARATE SHEET PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE AND EXPERIENCE. SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH KEY PERSONNEL ASSIGNED TO THIS PROJECT.

6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER:

7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? YES ☐ NO ☐ IF "YES", EXPLAIN:

8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS? YES ☐ NO ☐

IF "YES", EXPLAIN:

9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? YES ☐ NO ☐ IF "YES", EXPLAIN:

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10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY? YES ☐ NO ☐ IF "YES", EXPLAIN TYPE, KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS:

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11. BANK REFERENCE:

ADDRESS:

CONTACT:

PHONE:

12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE) **FROM LAST FIVE (5) YEARS**-INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT), CONTACT NAME, ADDRESS, TELEPHONE NUMBERS

NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE IFB PACKAGE.

1. Location of Project:

Size of Project:

Contract Amount:

Contact Name and Title:

Contact Address:

Contact telephone and FAX Numbers:

2. Location of Project:

Size of Project:

Contract Amount:

Contact Name:

Contact Address:

Contact telephone and FAX Numbers:

3. Location of Project:

Size of Project:

Contract Amount:

Contact Name:

Contact Address:

Contact telephone and FAX Numbers:

13. LIST **CURRENT** SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT- INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT) CONTACT NAME, ADDRESS, TELEPHONE NUMBERS.

NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE IFB PACKAGE.

1. Location of Project:

Size of Project:

Contract Amount:

Contact Name and Title:

Contact Address:

Contact telephone and FAX Numbers:

2. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contact Name and Title: \_\_\_\_\_  
Contact Address: \_\_\_\_\_  
Contact telephone and FAX Numbers: \_\_\_\_\_
3. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contact Name and Title: \_\_\_\_\_  
Contact Address: \_\_\_\_\_  
Contact telephone and FAX Numbers: \_\_\_\_\_
14. LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT:  
(INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK)
1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Type of Work: \_\_\_\_\_
2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Type of Work: \_\_\_\_\_
3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Type of Work: \_\_\_\_\_

**IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR BID PACKAGE.**

## EXHIBIT 4 – BID CERTIFICATION AND REPRESENTATIONS AND CERTIFICATIONS

Check or Mark the space after each number to indicate compliance.

1. \_\_\_\_\_ Address of Offeror's Principal Place of Business:

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Does Offeror have an established office or facility in Colorado Springs?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, indicate address below if different than Principal Place of Business.

Colorado Springs Facility - Year established \_\_\_\_\_

Address of Colorado Springs Facility:

---

---

Percent of Work to be Performed from Principal Place of Business? \_\_\_\_\_

Percent of Work to be Performed from Colorado Springs Facility? \_\_\_\_\_

2. \_\_\_\_\_ Indicate your ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements Exhibit. (The certificate of insurance must reflect the City of Colorado Springs as an Additional Insured, as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies:

Yes \_\_\_\_\_ No \_\_\_\_\_

Your property and liability insurance company is licensed to do business in Colorado:

Yes \_\_\_\_\_ No \_\_\_\_\_

Provide the name of your property and liability insurance company here:

Name: \_\_\_\_\_

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes \_\_\_\_\_ No \_\_\_\_\_

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado:

Yes \_\_\_\_\_ No \_\_\_\_\_



3. \_\_\_\_\_ Provide one (1) copy of current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.
4. \_\_\_\_\_ Provide the completed and signed bid. (Bids must be identified as specified in this IFB document). All required Exhibits are attached.

By signing below, the Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or any Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud. The undersigned additionally declares that it has carefully examined the Bid information and the complete Solicitation prior to submitting a Bid. The Bidder's signature will be considered the Bidder's acknowledgement of understanding and ability to comply with all items in the solicitation.

Offeror has appointed \_\_\_\_\_ as the Offeror's representative and contact for all questions or clarifications in regard to this Offeror.

Telephone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and are legally authorized by the Offeror to make the above statements or representations.

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
(City, State and Zip)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Name typed/Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(E-Mail Address)

**FEDERAL TAX ID #** \_\_\_\_\_

**This Company Is:** Corporation\_\_\_\_ Individual\_\_\_\_ Partnership\_\_\_\_ LLC\_\_\_\_

**Offeror hereby acknowledges receipt of the following amendments, if applicable.** Offeror agrees that it is bound by all Amendments identified herein.

AMENDMENT #1\_\_\_\_\_ DATED:\_\_\_\_\_

AMENDMENT #2\_\_\_\_\_ DATED:\_\_\_\_\_

AMENDMENT #3\_\_\_\_\_ DATED:\_\_\_\_\_

**Please Note: the following Representations and Certifications must be initialed by Offeror in the spaces provided and returned with this certification.**

## **1. INSURANCE REQUIREMENTS**

Offeror shall comply with all insurance requirements and will submit the Insurance Certificates prior to performance start date. If limits are different from the stated amounts, Offeror shall explain variance. Certain endorsements and "additionally insured" statements may require further clarification and specific statements on a project specific basis and should have been described in the Offeror's Bid.

---

Initials for 1

## **2. ETHICS VIOLATIONS**

- A. The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
- B. Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations
- C. When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracts Specialist in writing.
- D. The Offeror must disclose with the signing of this Bid, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror's firm or any of its branches.
- E. In addition, the Offeror must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- F. The Offeror shall not engage in providing gifts, meals or other amenities to City employees. The right of the Offeror to proceed may be terminated by written notice issued by City Contracts Specialist if Offeror offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- G. The Offeror shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Offeror will properly compensate the City.
- H. The Offeror agrees to incorporate the substance of this clause (after substituting "Contractor" for "Offeror") in all subcontracts under this offer.

---

Initials for 2

## **3. COOPERATION WITH OTHER CONTRACTORS**

Other City activities/contracts may be in progress or start during the performance of this contract. The Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

---

Initials for 3

## **4. INTERNET USE**

Should the Offeror require access to City Internet resources in the performance of this requirement, a "Contractor's Internet Use Agreement" form must be separately signed by each individual having access to the City Network. The completed Contractor's Internet Use Agreement will be maintained with this agreement. Inappropriate use of the City Network will be grounds for immediate termination of any awarded contract.

---

\_\_\_\_\_  
Initials for 4

## 5. LITIGATION

If awarded a contract, Offeror shall notify the City within five (5) calendar days after being served with a summons, complaint, or other pleading in any matter which has been filed in any federal or state court or administrative agency. The Offeror shall deliver copies of such document(s) to the City's Procurement Services Manager. The term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

\_\_\_\_\_  
Initials for 5

## 6. CONTRACTOR'S REGISTRATION INFORMATION

Offeror's firm verifies and states that they are (check all that apply):

\_\_\_\_\_ Large Business (i.e. do not qualify as a small business or non-profit)

\_\_\_\_\_ Nonprofit

\_\_\_\_\_ Small Business

\_\_\_\_\_ Minority Owned Business/Small Disadvantaged Business

\_\_\_\_\_ Woman Owned Business

\_\_\_\_\_ Veteran Owned Business

\_\_\_\_\_ Service-Disabled Veteran Owned Business

\_\_\_\_\_ HUBZone Business

Note: The City accepts self-certification for these categories in accordance with Small Business Administration (SBA) standards. The SBA size standards are found on the SBA website <https://www.sba.gov/content/am-i-small-business-concern>.

\_\_\_\_\_  
Initials for 6

## 7. CONTRACTOR PERSONNEL

- A. The Offeror shall appoint one of its key personnel as the "Authorized Representative" who shall have the power and authority to interface with the City and represent the Offeror in all administrative matters concerning this Bid and any awarded contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.
- B. The Authorized Representative shall be the person identified in the Offeror's Bid, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.

The individual, \_\_\_\_\_ (Name)  
with position, \_\_\_\_\_ (Title)

Can be reached at \_\_\_\_\_

Work telephone number: \_\_\_\_\_

Home telephone number: \_\_\_\_\_  
Cellular telephone number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

\_\_\_\_\_  
Initials for 7

## **8. OFFEROR's CERTIFICATION**

The undersigned hereby affirms that:

- A. He/She is a duly authorized agent of the Offeror;
- B. He/She has read and agrees to the City's standard terms and conditions attached.
- C. The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.
- D. The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its Bid.
- E. By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.
- F. If awarded the contract, the Offeror agrees to execute and enter into a contract with the City, and furnish the necessary security within ten (10) days of receipt of the "Notice of Award", and to begin the work within ten (10) day from the date of the receipt of the "Notice to Proceed", and to complete the Work with the above specifications.
- G. I hereby certify that I am submitting the Bid based on my company's capabilities to provide quality products and/or services on time.

\_\_\_\_\_  
Initials for 8

## **9. OFFEROR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:**

- A. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
  - 1. Are ( ), Are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
  - 2. Have ( ), Have not ( ), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
  - 3. Are ( ), Are not ( ) presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.
- B. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
- C. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

\_\_\_\_\_  
Initials for 9

## 10. ACCEPTANCE OF CITY CONTRACTS SPECIALIST'S SOLE AUTHORITY FOR CHANGES

Unless otherwise specified in the Contract, the Offeror hereby agrees that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracts Specialist prior to additional work performance.

\_\_\_\_\_  
Initials for 10

## 11. CITY CONTRACTOR SAFETY PROGRAM

The Offeror hereby agrees to adhere to a worker safety program for contractor employees on a City job site or location. By initialing below, the Offeror has reviewed the information and will abide by the City Policy which is available for review:

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

\_\_\_\_\_  
Initials for 11

## 12. ACCEPTANCE OF CITY ENVIRONMENTALLY PREFERRED PURCHASING (EPP) POLICY

The City of Colorado Springs is committed to buying more environmentally preferable goods and services, as long as they meet performance needs, are available within a reasonable time and at a reasonable cost. The Offeror hereby acknowledges review of this policy by initialing below.

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

\_\_\_\_\_  
Initials for 12

## 13. FRAUD, WASTE, AND ABUSE

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs is encouraged to report such matters to the City Auditor's Office in writing or on the telephone hotline 385-2387 (ADTR). Written correspondence can be mailed to:

City Auditor  
P.O. Box 2241  
Colorado Springs CO 80901

Or via email [FraudHotline@coloradosprings.gov](mailto:FraudHotline@coloradosprings.gov). Any of these mechanisms allow for anonymous reporting. For more information, please go to the website <https://coloradosprings.gov/cityfraud>.

\_\_\_\_\_  
Initials for 13

Name of Company: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Principal Place of Business: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

## EXHIBIT 5 – CITY OF COLORADO SPRINGS BID BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

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

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

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

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

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

2. WHEREAS, the Principal has submitted to the Obligee,

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

\_\_\_\_\_

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

Signed and sealed on the dates set forth below:

_____ (Witness)	FOR: _____ (Principals Name)
	BY: _____
	ITS: _____
(Seal)	This _____ day of _____
_____ (Witness)	FOR: _____ (Surety's Name)
	BY: _____
	ITS: _____
(Seal)	This _____ Day of _____
Bond # _____	This Bond <input type="checkbox"/> (is) ___ (is not) a SBA Guaranteed Bond.

**EXHIBIT 6 – FEDERAL FORMS**

**FOLLOWS THIS PAGE**



## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The undersigned duly authorized official of the proposer certifies to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property.
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transaction (federal, state or local) terminated for cause or default.
- E. Are not on the Comptroller General's List of Ineligible Bidders or any similar list maintained by any other governmental entity.

Where the proposer is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**(Check One)**

**I DO CERTIFY (\_\_\_\_)**

**I DO NOT CERTIFY (\_\_\_\_)**

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## RESTRICTIONS ON LOBBYING CERTIFICATION

Pursuant to United States Public Law 101-121, Section 319, the undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. No Federal appropriated funds have paid or will be paid, by or on behalf of the undersigned, to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or agency for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned duly authorized official shall require and ensure that the language of this certification be included in any award documents for subcontracts, grants, loans, and cooperative agreements, and that all subcontractors shall so certify and disclose accordingly.

This Certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. The submission of this Certification is a prerequisite for making or entering into this transaction, imposed by Title 31 USC Section 1352. Any proposer (person) who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure to file.

Proposer: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

The undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. That I am an officer or employee of the \_\_\_\_\_ (proposing entity) having the authority to sign on behalf of the corporation, and,
2. That the prices in the attached proposal were arrived at independently by \_\_\_\_\_ (proposing entity) without collusion, consultation, communication, or any agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any other competitor regarding an understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the RFP/IFB designed to limit independent proposals or competition; and
3. That unless otherwise required by law, the contents and prices contained in the proposal have not been communicated by \_\_\_\_\_ (proposing entity) or its employees or agents to any person not an employee or agent of \_\_\_\_\_ (proposing entity), or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and,
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Proposer: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

## EQUAL EMPLOYMENT STATUS REPORT

Contractor's Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

This firm is:

<input type="checkbox"/>	Independently owned and operated
<input type="checkbox"/>	An affiliate parent company
<input type="checkbox"/>	A subsidiary of address
<input type="checkbox"/>	A division City and State

#	Statement	Has	Has Not
1	Developed and has on file an affirmative action program in conformance with 41 CFR 60-2	<input type="checkbox"/>	<input type="checkbox"/>
2	Participated in any previous contract or subcontract subject to the equal opportunity clause either with the City or any Federal Agency	<input type="checkbox"/>	<input type="checkbox"/>
3	Filed with the City, or where applicable, joint Reporting Committee, or other Federal Agency, all reports due under the applicable contract(s) or subcontract(s)	<input type="checkbox"/>	<input type="checkbox"/>
4	Contractor's Equal Employment Opportunity Program been subject to a Federal Equal Opportunity Compliance Review, If so state date of Review: _____	<input type="checkbox"/>	<input type="checkbox"/>

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

**BUILD AMERICA, BUY AMERICA (BABAA) (if applicable)**

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the \_\_\_\_\_ (Project Name and Location) \_\_\_\_\_ the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The, \_\_\_\_\_ [Contractor or Subcontractor] \_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

\_\_\_\_\_  
Signature of [Contractor's or Subcontractor's] Authorized Official

\_\_\_\_\_  
Name and Title of [Contractor's or Subcontractor's] Authorized Official

\_\_\_\_\_  
Date

**EXHIBIT 7 – CDOT FORMS**  
**FOLLOWS THIS PAGE**

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

Project #

1. List names of partnerships or joint ventures ☐ none

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

a. Key personnel changes ☐ none

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b. Key equipment changes ☐ none

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

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

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

Contractor's firm or company name

By

Date

Title

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

By

Date

Title

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

PROJECT NO.

LOCATION

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

I further attest that:

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

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

Contractor's firm or company name

By

Date

Title

2nd contractor's firm or company name. (If joint venture.)

By

Date

Title

Sworn to before me this

day of,

20

Notary Public

My commission expires

**NOTE: This document must be signed in ink.**



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

PROJECT NO.

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

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

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

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

## BIDDERS LIST

Project Name/Description	Project Number	Project Code/ SubAccount	Proposal Date
Contractor			Region

**Subcontractors/Suppliers/Vendors:** The bidder must list all firms seeking to participate on the contract. This information is used by the Colorado Department of Transportation (CDOT) to determine overall goals for the Disadvantaged Business Enterprise Program. Failure to submit this form may result in the proposal being rejected.

[illegible]

**I certify that the information provided herein is true and correct to the best of my knowledge.**

Name	Signature/Initials	Title	Date
------	--------------------	-------	------

- | Work Proposed Categories:                      |  |  |
|--|--|--|
| 1. Materials and Supplies                      | 11. Structural Steel and Steel Reinforcement         | 21. Clearing, Demolition, Excavation and Earthwork |
| 2. Flagging and Traffic Control                | 12. Riprap and Anchored Retaining Walls              | 22. Engineering and Surveying Services             |
| 3. Trucking and Hauling                        | 13. Landscape and Erosion Control                    | 23. Public Relations and Involvement               |
| 4. Precast Concrete, Foundations, and Footings | 14. Bridge and Bridge Deck Construction              | 24. Piles and Deep Foundations                     |
| 5. Concrete Paving, Flatwork and Repair        | 15. Asphalt Paving                                   | 25. Waste Management and Recycling                 |
| 6. Lighting and Electrical                     | 16. Road and Parking Lot Marking                     | 26. Site Clean Up                                  |
| 7. Signs, Signal Installation, and Guardrail   | 17. Chip Seal, Crack Seal, Joint Seal and Crack Fill | 27. Mechanical and HVAC                            |
| 8. Fencing                                     | 18. Bridge Painting and Coating                      | 28. Tunnel Construction                            |
| 9. Buildings and Vertical Structures           | 19. Stairway and Ornamental Metal                    | 29. Profiling and Grinding                         |
| 10. Utility, Water and Sewer Lines             | 20. Parking Lots and Commercial Sidewalks            | 30. Environmental Health and Safety                |

**This form must be submitted by the proposal deadline. For CDOT projects, submit to [cdot\\_hq\\_dbeforems@state.co.us](mailto:cdot_hq_dbeforems@state.co.us).**

**COLORADO DEPARTMENT OF TRANSPORTATION**
**COMMITMENT CONFIRMATION (CDOT Form 1415)**
**Section A. Bidder/Prime Contractor and DBE Information.** This section must be completed by the Bidder/Prime Contractor.

1. Project S/A No. or PCN Number (5 digit #):		2. FHWA Project #, Subaward Agreement # from COTRAMS (FTA contracts), or PO # (for CM/GC-CM contracts):		3. Project Name:	
4. Name of Bidder/Prime Contractor:		5. Bidder/Prime Contractor's Contact Name:		6. Bidder/Prime Contractor's Contact Title:	
7. Bidder/Prime Contractor's Contact Phone Number:		8. Bidder/Prime Contractor's Contact Email Address:		9. Name of DBE Firm:	
10. DBE Firm Physical Address:		11. DBE Contact Name:		12. DBE Contact Email Address:	
13. DBE Contact Phone Number:		14. Subcontracted to Whom:	<input type="checkbox"/> if Prime		
15. Is the DBE part of a Joint Venture? (if Yes, attach joint venture agreement)	<input type="checkbox"/> Yes <input type="checkbox"/> No		16. Anticipated Work Start Date:		
17. Applicable Small Business Goals (To be completed ONLY for FHWA-funded Design-Build contracts)			<input type="checkbox"/> DBE Design Goal <input type="checkbox"/> DBE Construction Goal Applicable Contract Year: (July 1,                      - June 30,                      )		

**Section B. Commitment Details**
**18. DBE Commitment Details**

a. Work Category	b. Work to be Performed	c. DBE Work Code(s) (NAICS + Descriptor)	d. Commitment Amount	e. Amount Eligible for DBE Participation
Construction				
Trucking				
Supplies				
Services				
Other				
Design Services (for FHWA-funded Design-Build contracts and FTA Consultant Contracts only)				
Total:				

**19. Bidder/Prime Contractor Representative:**

This section must be signed by an individual with the authority to contractually bind the Bidder/Prime Contractor to the DBE commitment listed on this form. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true, and accurate to the best of your knowledge. If a DBE commitment is being made and the subcontract is between a lower-tier subcontractor and a DBE firm (not the Prime Contractor), the Prime Contractor shall provide this signed CDOT Form 1415 to that lower-tier subcontractor and the DBE Standard Specification shall be followed.

a. Name	b. Title	c. Signature	d. Date

**COLORADO DEPARTMENT OF TRANSPORTATION**

**COMMITMENT CONFIRMATION (CDOT Form 1415)**

**Section C. DBE Questionnaire.** This section must be completed by the DBE firm. (Attach additional pages if necessary.)

This document is not a contract with the Bidder/Contractor; it is an acknowledgement of the obligation that the Bidder/Contractor is making to CDOT. The amounts listed above may be less than the subcontract or purchase order amount, but can never be more, and shall not reflect any mark up by the Bidder/Contractor. **All questions must be answered.**

20. Will the DBE firm be purchasing supplies or materials, or will the DBE firm be leasing or renting equipment from the Prime Contractor or its subcontractors? If so, explain.

21. Does the DBE firm intend to subcontract any portion of the work listed in Section B of this form? If yes, state to whom the DBE firm intends to sublet, what work is to be performed by said subcontractor, and the approximate written agreed upon dollar amount. Include trucking subcontractors and owner-operators.

22. Will the DBE firm provide trucking services on this project? If yes, state how many trucks are owned by the DBE firm and employees that will work on this project.

23. Within the DBE firm, who will be supervising the work on this project?

24. Will the DBE firm be acting as a broker on this project? If yes, state what the DBE firm will be brokering and the approximate brokerage fee.

25. Will the DBE firm be acting as a supplier on this project? If yes, please state what the DBE firm will be supplying and whether or not they will manufacture the items.

This section must be signed by an individual with the authority to verify the DBE's anticipated participation on the contract as listed on this form. You, the DBE Representative, declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and to the best of your knowledge. You attest that you are eligible to participate as a DBE on this contract for the work listed above and have the capacity to perform the work as stated.

26. DBE Representative	b. Title	c. Signature	d. Date

**SECTION D. Determination.** This section must be completed by the CDOT Region Civil Rights Office or the CDOT Civil Rights Business Resource Center staff member.

27. Review of Request ☐ Approved ☐ Denied

28. Comments

29. CDOT Representative

a. Name	b. Title	c. Signature	d. Date of Decision

**COLORADO DEPARTMENT OF TRANSPORTATION**

**GOOD FAITH EFFORT REPORT (CDOT Form 1416)**

**Section A. Bidder/Prime Contractor and Project Information**

1. Project (S/A) No. or PCN Number (5 digit #):		2. FHWA Project #, Subaward Agreement # from COTRAMS (FTA projects), or PO # (for CM/GC-CM contracts):		3. Project Name:	
4. Name of Bidder/Prime Contractor:		5. Bidder/Prime Contractor's Contact Name:		6. Bidder/Prime Contractor's Contact Title:	
7. Bidder/Prime Contractor's Contact Phone #:			8. Bidder/Prime Contractor's Contact Email Address		

**Section B. Bid/Proposal Information (to be completed ONLY if submitted at bid time)**

9. Bid/Proposal Amount:	\$	10. Contract Goal Percentage	%	11. Contract Goal Dollar Value:	\$
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**Section C. Contract Summary to Date (not including this request) (to be completed after project is awarded)**

12. Original Contract Amount:		13. Total Change Orders (to date):	\$	14. Total Other Adjustments (to date):	\$
15. Adjusted Contract Amount (applicable to the DBE goal):	\$	16. Contract DBE Goal (to date):	\$		%
17. Commitment (to date):	\$		%	18. Participation (to date):	\$
19. Applicable Small Business Goals (To be completed ONLY for FHWA-funded Design-Build contracts)		<input type="checkbox"/> DBE Design Goal	<input type="checkbox"/> DBE Construction Goal	Applicable Contract Year: (July 1, - June 30, )	

**Section D. Efforts to Achieve DBE Participation.** Complete the questions below and provide any supporting documentation which demonstrates the Bidder/Prime Contractor's good faith efforts. Attach additional page(s) as necessary.

20. Describe the overall plan or approach to meet the contract goal.

21. List the amount and the type of work the Bidder/Prime Contractor intends to self-perform on the contract.

22. List the amount and the type of work the Bidder/Prime Contractor intends to subcontract.

23. List the amount and type of work for all subcontracting opportunities for DBEs. Using the DBE Directory, include the number of DBEs that are certified in the specific NAICS codes for each contracting area.

**COLORADO DEPARTMENT OF TRANSPORTATION**

**GOOD FAITH EFFORT REPORT (CDOT Form 1416)**

**Section D. Efforts to Achieve DBE Participation (continued...)** Describe the efforts to obtain DBE participation (i.e. how the Bidder/Contractor attempted to execute the plan or approach to meeting the contract goal). Cost alone shall not be a reason to reject a DBE and will be considered in the evaluation. Attach additional page(s) if necessary.

24. List the direct outreach conducted (state the name of the DBE solicited, date(s) and method of outreach - phone, email, or fax) (attach all supporting documentation for the direct outreach conducted).

25. List the indirect outreach conducted to contact DBEs such as events, publications, and/or communication with minority and other organizations. Include date(s), location, and audience of each event, and attach all supporting documentation for the indirect outreach conducted.

26. List other efforts made to assist DBEs in competing for or obtaining contracts (accepting quotes from DBEs that may be higher than other subcontractors, modifications to contract scopes, unbundling, mentoring, etc.).

27. List and describe any obstacles encountered in assisting or contracting with DBEs.

28. Include any other efforts made by the Contractor to obtain DBE participation.

29. If the eligible participation submitted on the Form 1414 was miscalculated, determined to be invalid, or otherwise did not meet the contract goal, provide the justification for such deficiencies and the remedies that were taken to avoid the issue in the future. If the Bidder has obtained any additional commitments since submission of the bid, attach the Form 1415(s) and the reason why such commitments were not obtained prior to the proposal due date. (To be completed ONLY if submitted at proposal time)

**COLORADO DEPARTMENT OF TRANSPORTATION**

**GOOD FAITH EFFORT REPORT (CDOT Form 1416)**

**Section E. Affidavit of Good Faith Efforts**

The Bidder/Contractor must show that it took all necessary and reasonable steps to achieve the DBE contract goal, which by their scope, intensity, and appropriateness to the objective could reasonably be expected to obtain sufficient DBE participation, even if not fully successful. 49 CFR Part 26, Appendix A sets forth examples and guidance for good faith efforts. The Bidder/Contractor is not limited to the examples provided in 49 CFR Part 26, Appendix A and may provide any documentation that demonstrates good faith efforts to obtain DBE participation on this contract.

If, at any time, CDOT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, CDOT may initiate suspension or debarment proceedings against the person or firm under 49 CFR Part 26, take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice or Office of the Inspector General for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

By signing below, the Bidder/Contractor hereby affirms that it has made good faith efforts and has documented all such efforts on this form and through the attached supporting documentation.

30. Bidder/Prime Contractor Signature:		31. Date:	
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**Section F. Determination**

**32. Project Owner Representatives (CDOT or Subrecipient/Local Agency)**

a. Title	b. First & Last Name	c. Signature	d. Date	e. Determination
<b>Pre-Award ONLY</b> CDOT Civil Rights Business Resource Center (CRBRC):				<input type="checkbox"/> Approve <input type="checkbox"/> Reject
<b>Post- Award ONLY</b> CDOT Region Civil Rights Specialist (for post-award):				<input type="checkbox"/> Recommend for Approval <input type="checkbox"/> Recommend for Rejection
<b>Post-Award ONLY</b> Project Engineer/Manager:				<input type="checkbox"/> Approve <input type="checkbox"/> Reject

33. Comments: