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The County of Mesa, Colorado, will receive sealed bids for the MESA-16-Q.5 Bridge Replacement Project (IFB-19-03141) at the Mesa County Public Works Department, 200 South Spruce, Grand Junction, Colorado, until 10:00 A.M. October 18, 2019. All bids will be publicly opened and read aloud at the Mesa County Public Works Department, at 200 South Spruce, Grand Junction, CO 81501 at 10:00 A.M. October 18, 2019.

The project consists of demolishing and replacing the existing MESA-16-Q.5 bridge spanning the Government Highline Canal with a new structure with an out to out width of 60 feet, improving 16 Road geometry and replacing any damaged canal lining in kind.

This IFB is available starting September 30, 2019, by going to the following web page: http://www.mesacounty.us/publicworks/bids/

Mesa County, in an effort to expedite the bidding process, will be using the web page as a method of getting all pertinent information out on Transportation Capital Projects. All necessary documents including bids sets, specifications, addendum and any addition information will be placed on the web page. These documents will be under the specific project name. It shall be the responsibility of all firms and contractors to check the web page and download the appropriate documents including all addendums. No notice will be sent informing contractor’s and firms that there is new information or addendums. This is the responsibility of the individual firms and/or contractor’s. Any questions or problems with the web page should be directed to Pam Hawkins at 970-244-1765.

A mandatory pre-bid Conference will be held at 1:30 P.M. on October 9, 2019 in the Multi Purpose Room A at the Mesa County Central Service Building located at 200 South Spruce, Grand Junction, CO 81502. Enter the building by the West Door which is marked: Elections. Turn left and go down the hall to the Multi Purpose Room. Bidders are encouraged to do a site visit before the pre-bid.

The Contract will be awarded to the lowest qualified bidder, as determined by the statement of qualifications and the bid, which is deemed to be in the best interest of the County. The County reserves the right to accept the bid or any portion of the bid by a competent bidder that will result in the lowest cost to the County. The County reserves the right to accept or reject any portion or all bids without disclosing the reason therefore.

BIDDER shall submit documentation of Colorado Department of Transportation (CDOT) pre-qualified in the Disciplines of General Construction, Grading, Paving, Structures, Small Bridges and Construction Traffic Control (CDOT Work Codes Respectfully 01, 02, 05, 09, 10, 17). Such pre-qualification shall be in a dollar amount equal to or exceeding the dollar value of the submitted bid. Documentation of pre-qualification will be required to be submitted with the bid. Bids from BIDDERS that are not listed on the CDOT pre-qualified Contractor Listing for the above listed Disciplines MAY BE CONSIDERED A NON-RESPONSIVE BID.

A Certified Check or Bank Draft on a responsible bank, or a satisfactory Bid Bond executed by the bidder and a recognized Colorado Licensed Surety Company payable to Mesa County, in an amount equal to five percent (5%) of the total bid, shall be submitted with each bid as security that the bidder to whom the contract may be awarded will enter into a contract in accordance with this notice, and give bond as hereinafter provided.

No bids may be withdrawn after the opening of bids, without consent of Mesa County, for a period of sixty (60) days after the scheduled time of opening of bids. The successful bidder or bidders will be required to furnish satisfactory performance bonds equal to the full amount of each bid or bid.

All bids must be submitted in writing on the forms provided, and must be signed by the bidder or his duly authorized agent.

Published September 29th and October 2nd, 2019
INSTRUCTIONS TO BIDDERS

1. TERMINOLOGY

1.1 The OWNER is the County of Mesa, Colorado. John Justman, Scott McInnis, Rose Pugliese, or designated representative.

1.2 The OWNER’S DESIGNATED REPRESENTATIVE is the Senior Engineer, Erik Borschel, P.O. Box 20,000, Grand Junction, CO 81502, 970.255.7190, erik.borschel@mesacounty.us

1.3 The ENGINEER is Alex Saltzgaver, P.E., Collins Engineers Inc., 455 Sherman Street, Suite 160, Denver, CO 80203, 720.439.8706, asaltzgaver@collinsengr.com

1.4 The CONTRACT ADMINISTRATOR is Connie Hahn, P.O. Box 20,000, Grand Junction, CO 81502, 970.244.1812, connie.hahn@mesacounty.us

1.5 Terms used in the Instructions to BIDDERS shall have the meanings assigned to them in the Special Provisions.

2. BID PERIOD AND OPENING

2.1 BIDS will be received by the OWNER at 200 South Spruce Street, Grand Junction, Colorado until 10:00 A.M., October 18, 2019. BIDS will be opened and read publicly at 10:00 A.M., October 18, 2019 at Mesa County Central Services Building at 200 South Spruce Street, Grand Junction, Colorado. Bidders need to wait in the lobby and will be escorted to the appropriate conference room.

3. PROJECT EVALUATION

3.1 Mesa County is now making all bidding documents available on the following web page: http://www.mesacounty.us/publicworks/bids/ All necessary documents including bid sets, specifications, addendum and any additional information provided will be placed on the web page under the specific project name. It shall be the responsibility of all firms and contractors to check the web page and download the appropriate documents including all addendums. No notice will be sent informing contractor’s and firms that there is new information or addendums. This is the responsibility of the individual firms and/or contractor’s.

3.2 The OWNERS assumes no responsibility for the accuracy of project information (Plans and Specifications) obtained from outside sources (Plan Rooms) other than the OWNER. Be aware, if the BIDDER chooses to pick plans and specification
from a Plans Room rather than signing up with the OWNER, they may not be included in all Addenda, which could result in having a non-responsive BID.

3.3 BIDDERS must satisfy themselves as to the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and a review of the drawings and specifications including Addenda. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or the nature of the WORK to be done.

3.4 The OWNER shall provide BIDDERS prior to bidding, all information pertinent to, delineates, and describes the land owned and rights of way acquired or to be acquired.

3.5 The CONTRACT DOCUMENTS contain the provisions required for the performance of the Project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the CONTRACT.

3.6 All applicable laws, ordinances, and rules or regulations of all authorities having jurisdiction over performance of the project shall apply to the WORK described by the CONTRACT DOCUMENTS. The BIDDER shall be responsible for compliance with these statutes.

3.7 Each BIDDER is responsible for inspection of the site, the reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of a BIDDER to do any of the foregoing shall in no way relieve a BIDDER of obligations with respect to the BID.

3.8 Command type sentences are used in the CONTRACT DOCUMENTS. These refer to and are directed to the CONTRACTOR. Modifications, as stated in the special conditions, shall be given precedence over related language in other parts of the CONTRACT DOCUMENTS.

3.9 Questions regarding documents, discrepancies, omissions, or intent of the specifications or drawings on a technical level shall be communicated in writing to the ENGINEER, Alex Saltzgaver, 720.439.8706, asaltzgaver@collinsengr.com during business hours 8:00 a.m. to 5:00 p.m. Monday through Friday at least 7 days prior to the BID opening to provide time to issue an Addendum. Addenda will be issued, if in the opinion of the OWNER and the ENGINEER, it is necessary. The OWNER and the ENGINEER will not be responsible for oral interpretations of the specifications and drawings. All other questions, especially as they pertain to the Agreement shall be communicated in writing to the CONTRACT ADMINISTRATOR, Connie Hahn, 970.244.1812, connie.hahn@mesacounty.us or the OWNERS DESIGNATED REPRESENTATIVE Erik Borschel, 970.255.7190, erik.borschel@mesacounty.us
during business hours 8:00 a.m. to 5:00 p.m. Monday through Friday at least 7 days prior to the BID opening to provide time to issue an Addendum.

3.10 The BIDDER shall carefully examine the site of the WORK, the drawings, and the specifications. The submission of a BID will be conclusive evidence that the BIDDER has investigated and is satisfied as to the conditions to be encountered, with respect to character, quality, and quantity of WORK to be performed. Submission of a BID will also be seen as evidence of the BIDDERS understanding of the materials required for completion of the WORK, completion time, and the authority that the OWNER and the ENGINEER will exercise over the CONTRACT during its tenure.

3.11 Boring logs, utility mapping, and other records of subsurface investigations, if they exist, are available for inspection by bidders. These logs and records are made available so that all BIDDERS have access to identical subsurface information that is available to the OWNER. These items are not intended as a substitute for personal investigation, interpretation, and judgment of the BIDDERS.

The OWNER does not warrant the adequacy of boring logs, utility mapping, and other records of subsurface investigations, and such information is not considered to be a part of the Contract. When a log of test borings is included in the subsurface investigation record, the data shown in the individual log of each test boring applies only to that particular boring and is not intended to be conclusive as to the character of any material between or around test borings. When utility mapping is included, the information shown will be identified as Quality Level A/B/C/D in accordance with the most recent version of the ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). Utility location depictions are only valid at the time of collection and it is the Contractor’s sole responsibility to verify all utility locations prior to beginning the work. If BIDDERS use this information in preparing a proposal, it is used at their own risk, and BIDDERS are responsible for all conclusions, deductions, and inferences drawn from such information.

3.12 A mandatory pre-bid Conference will be held at 1:30 P.M., October 9, 2019, in the Multi Purpose Room A at the Mesa County Central Service Building located at 200 South Spruce, Grand Junction, CO 81502. Enter the building by the West Door which is marked: Elections. Turn left and go down the hall to the Multi Purpose Room. Bidders are encouraged to do a site visit before the pre-bid

4. SUBSTITUTION OR APPROVAL OF ALTERNATIVE MATERIALS

4.1 To obtain approval during the BID period to use unspecified, “or equal”, or “as approved” materials, BIDDERS shall submit written requests at least 7 days prior to BID opening. Requests received later than this time will be considered at the discretion of the ENGINEER. Requests shall clearly describe the product for
which approval is asked, including all necessary data to demonstrate its acceptability. The ENGINEER will make recommendations on acceptability and an Addendum will be issued if the product is acceptable.

5. **BID FORMAT**

5.1 Each BID must be submitted in a sealed envelope addressed to Mesa County Public Works Department, 200 South Spruce Street, Grand Junction, Colorado 81502-5036, Attn: Connie Hahn, Response to Bid IFB-19-03141

5.2 All BIDS must be made on the BID form included in the CONTRACT DOCUMENTS. All blank space for BID prices must be filled out in ink or typewritten, and the BID form must be completed in its entirety. Only one copy of the BID form is required.

5.3 The BIDDER shall supply the names and addresses of major material suppliers and SUBCONTRACTORS on the BID forms where requested.

5.4 The full name, business address, zip code and business telephone number with the area code of the individual, partnership, joint venture, or corporation submitting the bid shall be legibly printed on the BID forms. The BIDDER shall sign the form with his usual signature.

5.5 A partner shall sign for the partnership. The names of all partners with addresses shall be given.

5.6 An officer shall sign for a corporation, the corporate existence shall be attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

5.7 Any signature other than that of a corporate officer, partner, or the BIDDERS legally authorized agent or representative will be accepted only if an authenticated power of attorney is attached to the BID forms. All signatures shall be handwritten with the name printed or typewritten below the signature.

5.8 The BIDDER shall state for each item on the BID form the unit price and item total or lump sum in clearly legible figures. Prices shall be represented on the BID form with both numerals and words in the spaces provided for each. In case of conflict, words will take precedence.

5.9 In case of errors or uncertainty in pricing of any item, or if such pricing is omitted, then either unit prices or total price for the same item may be used, at the OWNERS discretion, to arrive at a total project BID cost. If the OWNER is unable to resolve ambiguities with respect to BID prices, the BID may be disregarded.
5.10 The BID shall contain the Statement of Bidders Qualifications and Notification of Immigration Compliance Requirements and Certification by Contractor. No Notice of Award shall be given until these documents are completed and signed.

5.11 BIDDER shall submit documentation of Colorado Department of Transportation (CDOT) pre-qualified in the Disciplines of General Construction, Grading, Paving, Structures, Small Bridges and Construction Traffic Control (CDOT Work Codes Respectfully 01, 02, 05, 09, 10, 17). Such pre-qualification shall be in a dollar amount equal to or exceeding the dollar value of the submitted bid. Documentation of pre-qualification will be required to be submitted with the bid. Bids from BIDDERS that are not listed on the CDOT pre-qualified Contractor Listing above MAY BE CONSIDERED A NON-RESPONSIVE BID.

5.12 The BID shall contain acknowledgment of receipt of all Addenda in the space provided in the BID forms.

6. BONDS

6.1 Each BID must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been evaluated and a CONTRACT has been approved, the OWNER will return the Bonds to the remaining unsuccessful BIDDERS. The BID BOND of the successful BIDDER will be returned after the PERFORMANCE, PAYMENT and MAINTENANCE BOND has been executed and approved. A certified check may be used in lieu of a BID BOND.

6.2 A PERFORMANCE BOND and a PAYMENT AND MAINTENANCE BOND, each in the amount as specified in the Agreement, Article 7, with a corporate surety approved by the OWNER, will be required for the faithful performance of the CONTRACT.

6.3 Attorneys-in-fact who sign BID BONDS, or PERFORMANCE, PAYMENT and MAINTENANCE BOND must file with each BOND a certified and effective dated copy of their power of attorney.

7. EVALUATION OF BIDS

7.1 The OWNER may waive any informality or minor defects, or reject any and all BIDS. Any BID may be withdrawn prior to the BID opening. Any BID received after the time and date specified for the BID opening shall not be considered. No BIDDER may withdraw a BID within 60 days after the BID opening. Should there be reasons why the CONTRACT cannot be awarded within the specified period, the time within which the BID shall remain valid may be extended by mutual agreement between the OWNER and the BIDDER.
The OWNER, or the OWNERS Representative, may make such investigations, as he deems necessary to determine the ability of the BIDDER to perform the WORK. The BIDDER shall furnish the OWNER with all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any portion of a BID or the entire BID if, based on submitted evidence or the OWNERS investigation, said BIDDER fails to satisfy the OWNER that he is properly qualified to carry out the obligations of the CONTRACT and to complete the WORK as presented by the CONTRACT DOCUMENTS. The OWNER reserves the right to reject any portion or the entire complete bids without disclosing the reason therefore.

The OWNER reserves the right to disqualify any BIDDER who is not in good standing with Mesa County. Items that constitute “not in good standing” can include, but not limited to, lack of insurance, lack of performance on prior projects, or un-completed work.

7.2 All BIDDERS should be aware of Mesa County Purchasing Policy section 5.9 titled “Bid Preference for Mesa County Resident Bidder”. Complete Mesa County Purchasing Policy’s can be obtained by visiting the County web page: http://www.mesacounty.us/purchasing/.

7.3 A Conditional or Qualified BID will not be accepted.

8. NOTICE OF AWARD

8.1 The OWNER shall issue a Notice of Award along with the necessary CONTRACT and BOND forms to the lowest acceptable BIDDER that will result in completion of the WORK within the time allotted by the CONTRACT DOCUMENTS.

9. EXECUTION OF CONTRACT

9.1 The BIDDER, to whom the CONTRACT is awarded, will be required to execute the CONTRACT and obtain a PERFORMANCE, PAYMENT AND MAINTENANCE BOND and furnish INSURANCE CERTIFICATES within 10 calendar days from the date when the Notice of Award is delivered to the BIDDER. In case of failure of the BIDDER to execute the CONTRACT or provide the required bond and insurance certificates the OWNER may consider the BIDDER in default, and the BID BOND accompanying the bid shall become the property of the OWNER.

10. NOTICE TO PROCEED

10.1 The OWNER, within 20 calendar days of receipt of acceptable PERFORMANCE, PAYMENT AND MAINTENANCE BOND, INSURANCE CERTIFICATES and CONTRACT signed by the BIDDER to whom the CONTRACT was
awarded, shall sign the Agreement and return to said BIDDER an executed
duplicate of the CONTRACT. Should the OWNER not execute the CONTRACT
within such period, the BIDDER may by written notice withdraw his signed
CONTRACT. Such notice of withdrawal shall be effective upon receipt of the
notice by the OWNER.

10.2 The Notice to Proceed shall be issued within 10 calendar days of the execution of
the Contract by the Owner. Should there be reasons why the Notice to Proceed
cannot be issued within such period, the time may be changed by mutual
agreement between the OWNER and CONTRACTOR. If the Notice to Proceed
is not issued within the 10-day period or within the period mutually agreed upon,
the CONTRACTOR may terminate the CONTRACT without further liability on
the part of either party.

11. LOCATION AND ACCESS

11.1 Encroachment on private property, outside the construction easements or right-of-
way, by the CONTRACTOR or the WORK is prohibited unless special
arrangements are made in writing with the property owner and agreed to by the
ENGINEER or the OWNER. Damage to private property, both within and
outside the delineated easements, must be minimized by the CONTRACTOR.
The location of the project is as shown on the location map.

12. OWNERS RIGHT TO REJECT BIDS

12.1 The OWNER reserves the right to reject any or all bids and/or to waive technical
defects as the interests of the OWNER may require. The OWNER proposes to
award a CONTRACT to a single successful BIDDER as soon as possible after
BIDS have been opened.

13. PRICES AND PAYMENTS

13.1 The quantities and portions of the WORK listed in the BIDDING SCHEDULE
for which unit prices are asked, have been selected by the OWNER as the method
of payment for the entire PROJECT as outlined in the drawings and described in
the Specifications. Payments of these unit prices will be in full for the completed
WORK and will cover materials, supplies, labor, tools, equipment and all other
expenditures necessary to satisfactory compliance with the CONTRACT, unless
specifically otherwise provided.
MESA COUNTY, COLORADO

BID
MESA-16-Q.5 Bridge Replacement Project (IFB-19-03141)

CONTRATOR NAME:________________________________________________

ADDRESS:__________________________________________________________

PHONE:____________________________________________________________

To: Mesa County
Grand Junction, Colorado 81501

The undersigned bidder, having examined the plans, specifications, and other Contract Documents as designated, and any addenda hereto, having investigated the location of, and conditions affecting the proposed work; and being acquainted with and fully understanding the extent and character of the work covered by this Bid and all factors and conditions affecting or which may be affected by the work;

HEREBY PROPOSES, pursuant to the Requirements for Bids as specified in the Bid Package entitled MESA-16-Q.5 Bridge Replacement Project (IFB-19-03141), to furnish all required materials, tools and equipment to perform all necessary labor and superintendence; and to undertake and complete the work required in Mesa County, Colorado in full accordance with plans, specifications and Contract Documents hereto attached or by reference made a part thereof at, and for the following prices:
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<th>ITEM NO.</th>
<th>CDOT NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
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## MESA-16-Q.5 BRIDGE REPLACEMENT PROJECT

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**TOTAL**
The BIDDER acknowledges receipt of the following ADDENDA:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

The undersigned BIDDER proposes to sublet the following work:

1. Work Description: ___________________________________________________________
______________________________________________________________________________
Name of Proposed Sub-Contractor: _____________________________________________
______________________________________________________________________________
Address of Proposed Sub-Contractor: ____________________________________________
______________________________________________________________________________

2. Work Description: ___________________________________________________________
______________________________________________________________________________
Name of Proposed Sub-Contractor: _____________________________________________
______________________________________________________________________________
Address of Proposed Sub-Contractor: ____________________________________________
______________________________________________________________________________

3. Work Description: ___________________________________________________________
______________________________________________________________________________
Name of Proposed Sub-Contractor: _____________________________________________
______________________________________________________________________________
Address of Proposed Sub-Contractor: ____________________________________________
______________________________________________________________________________
4. Work Description: ____________________________________________________________

______________________________________________________________________________

Name of Proposed Sub-Contractor: ___________________________________________

______________________________________________________________________________

Address of Proposed Sub-Contractor: ____________________________________________

______________________________________________________________________________

5. Work Description: __________________________________________________________

______________________________________________________________________________

Name of Proposed Sub-Contractor: ___________________________________________

______________________________________________________________________________

Address of Proposed Sub-Contractor: ____________________________________________

______________________________________________________________________________

The undersigned BIDDER acknowledges the right of the County to reject any portion of the
BIDDER’S bid or the entire complete bid submitted and to waive informalities therein.

By submission of the BID each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

The submission of a BID will constitute an incontrovertible representation by the BIDDER that
he is familiar with conditions of the site together with the work required.

BIDDER agrees to perform all work described in the Contract Documents for unit prices or lump sum as shown on the Bid Schedule. The BIDDER further agrees that no bid may either be changed or withdrawn, without consent of the County for a period of sixty (60) days after the scheduled time for opening the bids.

The undersigned BIDDER hereby agrees to be ready and to appear at the office of the Mesa County Clerk to execute the attached Agreement in conformity with this bid and also to have ready and furnish the required bond, executed by a Surety Company acceptable to the County
Attorney, and the insurance certificates at any time within ten (10) days from the date of a Notice of Award, mailed to the address hereinafter given.

The , a corporation of the State of , is hereby offered as Surety on said Bond. If such surety is not approved by the Engineer, another and satisfactory surety company will be furnished.

Enclosed herewith is Bid Security as defined in the attached Instructions to Bidders in the amount of which Bid Security the undersigned BIDDER agrees is to be paid to and become the property of the County, as liquidated damages and not as a penalty, for the delay and extra work caused hereby, should the BIDDER prevent an award as defined in the Instructions to Bidders, or should the Bid be accepted and contract awarded him and he fails to enter into Agreement in the form prescribed and to furnish the required bond and insurance certificates within ten (10) days as stipulated.

All participating BIDDERS, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this IFB as stated or implied herein. Print the words “NO Exceptions” here if there are no exceptions taken to any of the terms, conditions, or specifications of these quotation documents. If there are exceptions taken to any of these terms, conditions, or specifications of these quotation documents, they must be clearly stated on a separate sheet of paper, attached to this quotation sheet and returned with your quotation. Should Mesa County omit anything from this IFB package, which is necessary to a clear understanding of the requirements, or should it appear that various instructions are in conflict, then the BIDDERS shall secure instructions from Erik Borschel, Owners Designated Representative, in the Mesa County Public Works Department, telephone number 970-255-7190 or email at erik.borschel@mesacounty.us prior to the date and time of the quote closing date shown in the IFB.

Dated at this day of , 20__.

Signatures of Bidders:

If an individual: doing business as

If a partnership: by member of firm.

If a corporation: by
Bidder is required to submit

NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND CERTIFICATION BY CONTRACTOR

______________________________, (“Contractor” herein) acknowledges that Contractor has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343), and hereby CERTIFIES that:

1. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or

2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;

3. The Contractor has verified or attempted to verify through participation in the basic pilot program that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the basic pilot program is discontinued;

4. The Contractor acknowledges that the Contractor is prohibited from using basic pilot program procedures to undertake preemployment screening of job applicants while the public contract for services is being performed;

5. If the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

   (A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

   (B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (A) of this Section 5 the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. Contractor is required to comply with any reasonable request by the State
Department of Labor and Employment ("Department" herein) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

7. If Contractor violates a provision of the public contract for services required herein may terminate the contract for a breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

8. The County is obligated to notify the office of the secretary of state if a contractor violates a provision of this Addendum and the County terminates the contract for such breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the Contractor, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A contractor shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services required pursuant to Section I. An agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.

9. The Department may investigate whether a contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department shall receive complaints of suspected violations of a provision of a public contract for services (this Addendum) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Contractor is hereby notified that the Department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, et. seq.

Dated this ______ day of ____________________, __________.

[CONTRACTOR]

By

______________________________[Printed Name]
Bidder is required to submit

**STATEMENT OF BIDDERS QUALIFICATIONS**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder:

2. Permanent main office address, email and phone number:

3. When organized:

4. If a corporation, where incorporated:

5. How many years have you been engaged in contracting business under your present trade name?

6. Contracts on hand: (schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

7. Have you ever failed to complete any work awarded to you?  
   If so, where and why?

8. Have you ever defaulted on a contract?  
   If so, where and why?
9. List the more important similar projects recently completed by your company, stating the name and phone number of the Owner of the project, approximate cost for each, and the month and year completed:

10. List your major equipment available for this contract.

11. Show verification of Pre-qualification with the Colorado Department of Transportation. BIDDER shall submit documentation of Colorado Department of Transportation (CDOT) pre-qualified in the Discipline stated in the IFB. Such pre-qualification shall be in a dollar amount equal to or exceeding the dollar value of the submitted bid. Documentation of pre-qualification will be required to be submitted with the bid. Bids from BIDDERS that are not listed on the CDOT pre-qualified Contractor Listing for General Construction and Grading may be considered a non-responsive BID.

12. Describe your experience in construction work similar in importance to this project:

13. Can you provide personnel certified as work zone traffic control supervisors (A.T.S.S.A., or I.M.S.A.) for the performance of this contract?

14. Give bank references:

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the County?

16. Quality personnel are a key component to the successful completion of a project. Provide a list of key personnel who will be assigned to this project indicating their function and experience.
17. List all previous experience on Mesa County Capital Improvement Projects. Previous experience on Mesa County Capital Improvement Projects will be considered a project reference and could positively or negatively impact the decision by Mesa County to accept any particular bid.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the County in verification of the recitals comprising this Statement of Bidder’s Qualifications:

Dated at:

This _____________ day of __________________, 20____.

Name of Bidder

By: ___________________________

Title: _________________________

State of ______________________________) ss.

County of ____________________________) ss.

Being duly sworn deposes and says that he/she is ____________________________________ of __________________________________ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this ______________ day of __________________, 20__.

_______________________________
Notary Public

_______________________________
Address

(seal)

My Commission Expires: ___________________________
PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENT:

That we the undersigned, _______________________________ as Principal, and ____________________________ a Corporation, organized and existing under and by virtue of the laws of the State of Colorado and Surety, are held and firmly bound unto the County of Mesa, Colorado in the penal sum of Dollars ($__________) lawful money of the United States of America, for the payment of which, will truly be made the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present, as follows:

The condition of the above obligation is such that; whereas, the said Principal has entered into a written Contract with the County of Mesa, Colorado for the performance of the work designated ___________________________________, in Mesa County, in the State of Colorado in conformity with the drawings, plans, and General Conditions, and specifications are hereby referred to and made a part hereof, the same to all intents and purposes as if written at length herein, in which Contract the said Principal has contracted to perform the work specified in said Contract in accordance with the terms thereof;

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT if the above bonded Principal shall well, truly and faithfully perform said contract and any alterations in and additions thereto and comply with all of the terms and provisions thereof, and satisfy all claims and demands incurred by the Principal in the performance of said Contract, and shall fully indemnify and save harmless the County of Mesa, Colorado all costs, damages, and expenses which they may incur in making good any default by the Principal, including any default based upon the failure of the Principal to fulfill his obligation to furnish maintenance, repairs, or replacements for the full guarantee period provided in the specifications contained herein and in compliance with Title 38, Article 26, Section101 (et seg) of the Colorado Revised Statutes of 1973 as a condition of this bond shall be that the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing him or his subcontractors with labor and materials used or performed in the prosecution of work provided for in the above contract and that the undersigned will indemnify and save harmless the County of the extent if any and all payments in connection with carrying out of such contract, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work or to the specifications.
IN WITNESS WHEREOF, said Principal and Surety have set their hands and seals at
_______________________________, this _____ day of ________________, 20__.

_______________________________________
Principal Contractor

(Seal) By: ________________________________

Attest: ________________________________

_______________________________________
Surety

(Seal) By: ________________________________

Attest: ________________________________
INSURANCE CLARIFICATION

1. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by Contractor pursuant to this agreement and shall not start work under this agreement until such insurance coverage has been obtained and approved in writing by the Board’s Contract Administrator.

2. Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the Board, with a copy to the Board’s Contract Administrator, immediately upon request.

3. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation. In that notice the Board and the Board’s Contract Administrator will be notified of any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.

4. Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Board or Mesa County shall be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, C.R.S., as amended.

5. All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to the Board and Mesa County. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Board grants specific approval for an exception.

6. Contractor shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to the Board. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

   a. Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado of $100,000 each accident; $100,000 disease each employee; $500,000 disease policy limit.

   b. Commercial General Liability, "occurrence form," with minimum limits of ONE MILLION ($1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. In addition Contractor must either:
1) Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract

   OR

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

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

d. PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Agreement, and coverage of no less than ONE MILLION ($1,000,000) per claim, and ONE MILLION ($1,000,000) aggregate for all Design/Build, Professional Service and Design Contracts.

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

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

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

   BUILDERS RISK INSURANCE must be in an amount equal to the aggregate total of the initial contract prices in the contracts, as well as any subsequent modifications. The policy must be in Completed Value Form, insuring the entire project for, at least Broad Form coverage including theft. Such Insurance shall remain in effect until 12:00 noon on the day following the date of final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project.
BID BONDS AND/OR PERFORMANCE BONDS. Bid bond coverage to be determined as a percentage of the total bid. Performance Bond in the amount of 100% of the project contract.

Other insurance as required. If other insurance is required it will be included and referred to as "EXHIBIT E."
COUNTY OF MESA, COLORADO

AGREEMENT

<NAME>

This Agreement made and entered into this <__> day of _______________, by and between the MESA COUNTY, COLORADO, a political subdivision of the State of Colorado, referred to as the “County” or “Owner,” and <____________>, a Colorado corporation (or limited liability company, etc., or if the contractor is not a Colorado entity, then it should read "a Texas, Delaware, etc., corporation authorized to do business in Colorado"), hereinafter referred to in the Contract Documents as the “Contractor.

WITNESSETH, that the County advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction project.

WHEREAS, the Agreement has been awarded to the above named Contractor by the County, and said Contractor is now willing and able to perform all of said work in accordance with said advertisement and his bid.

NOW THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE I

Contract Documents: It is agreed by the parties hereto that the following list of installments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the Contract Documents or the Agreement, and all of said instruments, drawings, and Documents taken together as a whole constitute a Contract between the parties hereto, and they are as fully a part of this Agreement as if they were set out verbatim and in full herein.

- Advertisement for Bids
- Instruction to Bidders
- Bids
- Statement of Bidders Qualifications
- Performance, Payment and Maintenance Bond
- Notification of Immigration Compliance
- Notice of Award
- Agreement
- Field Order
- Notice to Proceed
- Application for Payment
- Change Order
- Lien Waiver
- Certificate of Substantial Completion
- Project Special Provisions
- CDOT Revised Standard Specials
- Mesa County Special Provisions
- Agreement with Department of Local Affairs
- Plans and Drawings (Bearing the same Project name)
- CDOT 2017 Standard Specifications for Road and Bridge Construction
- Addenda (If Any)
- Additional Special Provisions (If Any)
In the event there is a conflict in the terms and conditions of the Contract Documents, they shall govern in the following order:

1. Agreement
2. Project Specifications
3. Mesa County Special Provisions
4. CDOT Revised Standard Specifications
5. CDOT 2017 Standard Specifications for Road and Bridge Construction

For clarification, the remaining documents shall be utilized.

ARTICLE 2

Definitions: The definitions provided in the Mesa County Special Provisions and the 2017 Standard Specifications for Road and Bridge Constructions (CDOT), apply to the terms used in the Agreement and all Contract Documents, unless specifically modified by this Agreement.

ARTICLE 3

Statement of Work: The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials, and everything necessary for and required to do, perform and complete all of the work described, drawn, set forth, shown, and included in said Contract Documents.

ARTICLE 4

Contract Time: The Contractor agrees to undertake the performance of the Work under the Agreement within ten (10) calendar days after the date of the Notice to Proceed and agrees to fully complete said Work within the stipulated working days noted hereinafter unless an extension of time is granted by the County. The Contract Time for Substantial Completion of all required Work shall be TIME from the Notice to Proceed.

ARTICLE 5

Liquidated Damages: It is understood and agreed by and between the County and the Contractor that should the completion of the entire project be delayed beyond the stipulated day herein specified, the County will suffer substantial damages, which damages it would be difficult to accurately determine. The parties hereto have considered the possible limit of damages and have agreed that a delay in completion of this work will cost per section 108.08 of the 2011 9Standard Specifications. If the Contractor shall fail to pay such liquidated damages promptly upon demand, therefore, the Surety on the Performance Bond shall pay such damages. Also, the County may hold all or part of such liquidated damages from payments due the Contractor.

ARTICLE 6

Terms of Payment: The Contractor agrees to accept as his full and only compensation for the performance of all the work required under this price or prices set forth in the Contractor’s Document, attached hereto and made a part hereof for Contract items numbered <__> through <__>, for total estimated cost thereof to be <_______________>, ($__). Partial payments will
be made for Work completed during the previous month and certified by the Engineer as well as for materials (invoice cost only) delivered to the Project site and suitably stored.

Application for partial payments for stored materials must be accompanied by certified invoices showing all pertinent data that may be required by the Engineer to verify the accuracy of the invoices and their relation to the stored materials. Failure to provide certified invoices will disqualify the materials, in question, from consideration for partial payment. Partial payments for Work completed during the previous month will be made based on the Contractor’s Applications for Payment (with the exception of the first submitted payment) and shall be accompanied by partial waivers of lien for the Major Contract Items and stored materials that were allowed partial payment during the prior month.

Failure of the Contractor to provide partial waivers of lien for previous partial payments, will be just cause for reducing subsequent partial payments by an amount equal to the sum of any and all outstanding partial waivers of lien until such time as the outstanding waivers are provided.

All partial waivers of lien shall be sworn to and notarized by the party (s) granting the waiver.

All lien waivers shall show whether any or all of the amount being waived is under dispute. Any amounts under dispute will not be eligible for partial payment until said dispute has been resolved and the Engineer has been so notified in writing.

All material and work covered by partial payments made shall thereupon become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all the terms of the Agreement.

The Owner will retain, from partial payments, five percent (5%) of the total amount due the Contractor based on the Contractor’s Application for Payment and the Owners Representatives recommendation of the work required by the Agreement has been performed. Thereafter, the Owner may pay any of the remaining installments without retaining additional funds if, in the opinion of the Owner, satisfactory progress is being made in the work. The Owner may, at his sole discretion, at any time during the Contract Time, reduce the percentage of the total amount due which is retained when it appears that such retainage is not necessary to adequately protect the Owner.

Upon completion of the Work under the Agreement, and prior to the payment, the Engineer and Owner shall publish, in the newspaper published in the County the Notice of Contractor’s Settlement, which shall state that they have accepted said Work as completed according to the Contract Documents and that the Contractor is entitled to final settlement and that, upon thirty days notice following the date of first publication, specifying the exact date, the County will pay the full balance due under the Agreement, and that persons having claims for labor or material furnished the Contractor shall present the same to the County prior to said date specified for such payment. Nothing contained herein shall be construed as relieving the Contractor and the Sureties on the Contractor’s Bond from any claim or claims for work or labor done or materials
or supplies furnished in the execution of the Agreement it is the intent of the Owner, to make payment for partial payments in at timely manner as follows:

1) The Contractor shall submit his Application for Payment not later than the first day of the month.

2) The Owners Representative will, within 30 calendar days after receipt, submit the Application for Payment to the Owner for payment along with his Recommendation of Payment, noting any changes.

CHANGE OF CONTRACT PRICE

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim from the Contractor for a change in the Contract Price shall be based on written notice delivered to Owner Representative within fifteen (15) days of the occurrence of the event, giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless Owner Representative allows an additional period of time to ascertain accurate cost data. Any change by the Owner Representative shall be described on a Change Order and issued to the Contractor.

All claims for adjustment in the Contract Price shall be determined by Public Works Director, if Owner and Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim for adjustment shall be incorporated in the Change Order.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined as defined in section 109.04 of the Mesa County Special Provisions, and section 105.03 of the CDOT Revised Standard Special Provisions and CDOT Standard Specifications for Road and Bridge Construction contained and/or referenced herein.

CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim from Contractor for an extension in the Contract Time shall be based on written notice delivered to Owner Representative within fifteen (15) days of the occurrence of the event, giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless Owner Representative allows and additional period of time to ascertain more accurate data.

All claims for adjustment in the Contract Time shall be determined by Owner Representative if an agreement cannot be reached. Any change in the Contract Time resulting from any such
claim shall be incorporated in a Change Order. Any change by the Owner Representative shall be described on a Change Order and issued to the Contractor.

The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of Contractor if a claim is made therefore as provided in the previous paragraph. Such delays shall include, but not be limited to fires, floods, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Section shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

**ARTICLE 7**

**Bonds and Insurance:** The Contractor furnishes currently herewith the bonds and insurance required by the Contract Documents, said bonds and insurance having been approved by the County and attached hereto. The Performance Bond will be in an amount not less than one-hundred percent (100%) of the estimated aggregate payments to be made under the Agreement but, in any event, shall provide for the completion of the project in accordance with the Contract Documents, without additional cost to the County. The Payment Bond will be in an amount not less than the aggregate total of all materials, labor and subcontracted work, exclusive of the Contractors overhead and profit, or one hundred percent (100%) of the estimated aggregate payments to be made under the Agreement, whichever is greater. The Maintenance Bond will be so conditioned as to provide for the correction of workmanship for a period of one year following final acceptance of the project, and shall cover not only the material but also costs of removal, correction, re-construction and any other costs incurred in the repair of defective portions of the Work.

If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be Contractor’s responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to Owner.

**The Contractor's insurance policies shall be endorsed to include, for the benefit of County and the State of Colorado, a 30-day advance written notice of cancellation, non-renewal, or reduction in policy limits of liability by endorsement.** Additionally it shall specifically state on the Commercial General Liability and Auto Liability policies the following: “Mesa County, its officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of Contractor, arising out of this Contract.” All certificates of insurance are to be submitted on standard “ACCORD 25-S” form. A Certificate of such insurance coverage naming Mesa County, its officials, officers, employees and agents as insured, shall be supplied to Mesa County upon signing of this Contract. Failure to obtain or maintain such insurance shall constitute a breach of the Contract.

**ARTICLE 8**
1) Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work, which is contemplated, shall be deemed to be, and is, covered by this Agreement.

2) The Contractor shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Contractor’s expense, all necessary permits required by any governmental agency with jurisdiction.

3) In the performance of work under this Agreement, the Contractor shall be deemed to be, and is, an independent Contractor with the authority to control and direct the performance and details of its work; the County being interested only in the results obtained. As an independent contractor, Contractor shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.

4) Precautions shall be exercised at all times for the protection of all persons (including County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. The Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. The Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

5) This Agreement may not be assigned or subcontracted without the prior express written consent of the County and specifically the Contractor shall not assign any money due or to become due without prior written consent of the Owner. Any attempt to assign this Agreement or any portion of this Agreement without the prior express written consent of the County shall render the Agreement null and void with respect to the attempted assignee.

6) The County reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this Agreement. The right of inspection reserved in the County is for the protection of County in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve the Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.

7) The County, or its designee, may, at reasonable times, during the term of this Agreement or for two years after its termination or expiration, audit the Contractor’s books with regard to this Agreement, and the Contractor shall retain its books and records for the required period.

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

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

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

11) (This paragraph applies if the work performed is a “public work”): In discharge of this Agreement, Contractor shall employ Colorado labor to perform not less than 80% of each type or class of labor in each of the several classifications of skilled and common labor employed on this project. A “public work” is any construction, alteration, repair, demolition, or improvement of any building, road, street, bridge, drain, park, or other structure suitable for and intended for use by the public.

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

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

14) The provisions of this Agreement shall be severable; and the invalidity of any provisions shall not invalidate the remaining provisions hereof.

15) Contractor shall indemnify, and hold harmless the County, its agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with, directly or indirectly, this Agreement, whether or not it shall be alleged or determined that the harm was caused through or by the Contractor or the subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Contractor further agrees that its obligations to the County under this paragraph include claims against the County by Contractor’s employees whether or not such claim is covered by workers compensation. Contractor expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided, and such obligation exists even if the claim is fraudulent or groundless.
16) Contractor assures that where activities supported by this Agreement produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, the County has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, the Contractor may copyright such, but the County reserves the royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

17) **Conformance with Law:** The Contractor shall at all times during the performance period strictly adhere to all applicable federal and state laws and implementing regulations as they currently exist and may hereafter be amended. Contractor shall also require compliance with these statutes and regulations in subcontract and sub-grant agreements, if any permitted under this Agreement. Without limitation, these federal and state laws and regulations include:

- Age Discrimination Act of 1975, 42 USC Sections 6101 et seq and its implementing regulation, 45 CFR Part 91;
- Age Discrimination in Employment Act of 1967, 29 USC 621-634;
- Americans with Disabilities Act of 1990 (ADA), 42 USC 12101 et seq;
- Drug Free Workplace Act of 1988, 41USC 701 et seq;
- Equal Pay Act of 1963, 29 USC 206(d);
- Immigration Reform and Control Act of 1986, 8 USC 1324b;
- Pro-Children Act of 1994, 20 USC 6081 et seq;
- Section 504 of the Rehabilitation Act of 1973, 29 USC 794, as amended, and implementing regulation 45 CFR Part 84;
- Titles VI and VII of the Civil Rights Act of 1964, 42 USC 2000d and e;
- Title IX of the Education Amendments of 1972, 20 USC 1681 et seq;
- Section 24-34-302, et seq, Colorado Revised Statutes 1993, as amended;
- The “Uniform Administrative Requirements of Grants and Cooperative Agreements to State and Local Governments (Common Rule)”, at 49 CFR, Part 18;
- Office of Management an Budget Circulars A-87, A-21, or A-22, and A-102 or A-110, whichever are applicable;
- The Hatch Act (5 USC 1501-1508 and PL 95-454 Section 4728). These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

18) **Non-discrimination:** Contractor shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion and disability, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions, in performance of work and provision of services under this Agreement.

19) **Survival of Certain Agreement Provision:** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement, and the exhibits and attachments hereto, which may require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall
be enforceable as provided herein in the event of a failure to perform or comply by a party to this Agreement. Examples of some provisions surviving termination include but are not limited to Agreement Article 7 and 8, subparagraphs 2, 3, 4, 7, 9, 10, 12, 13, 14, 15, 16, 17, 18 and 21 shall survive expiration or any termination of this Agreement.

20) **Termination:** The Owner reserves the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Agreement without liability by giving written notice of such termination to the Contractor. A written notice to terminate must be delivered to the Contractor ten (10) days prior to the date of final service delivery. In the event of such termination, the Contractor shall be paid for all satisfactory work accomplished pursuant to this Agreement. Any final settlement of compensation shall take into full consideration all work which has been properly performed by the Contractor and all payments which have or have not been made.

21) **Availability of Funds:** Both parties agree that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Board may terminate this Contract immediately without further liability.

22) **Agreement Binding:** The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, Contracts and obligations contained in the Contract Documents.

**ARTICLE 9**

Included in this Contract are itemized projects, areas, or sections that are funded in whole or in part by one or more grants from the Department of Local Affairs. For each of these grant funded projects, areas, or sections, the Contractor must comply with all the provisions of the grant agreement entered into between Mesa County and the Department of Local Affairs, and any subsequent amendments or modifications. Said Agreement is attached hereto as Exhibit 1 incorporated herein by this reference.

IN WITNESS WHEREOF, The County of Mesa, Colorado has caused this Agreement to be subscribed by its County commissioners and sealed and attested by its County Clerk in its behalf; and the Contractor, second party, has signed this Agreement the day and the year first mentioned herein.

This Agreement is executed in three counterparts, each deemed to be an original.

THE COUNTY OF MESA, COLORADO

BY: _______________________________ ATTEST:_______________________________

, Chair                          Sheila Reiner, County Clerk
Mesa County Commissioners
SECOND PARTY  
BY: ______________________________

WITNESS  
BY:______________________________
NOTICE OF AWARD

Project:

To:

The County has considered the Bid submitted by you for the above-described work in response to its Advertisement for Bids dated

You are hereby notified that your Bid has been accepted for items in the amount of $contingent upon an acceptable contract signed by the Contractor and final approval by the Board of County Commissioners for Mesa County. You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment and Maintenance Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Certificates of Insurance and Bonds within ten (10) calendar days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the Owner.

Dated this day of,

By:
Title:

Address: P.O. Box 20,000
(200 South Spruce)
Grand Junction, Colorado 81502-5013

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

_____________________________. This _____day of ______________________, 20__.

By:
Title:
Telephone:
NOTICE TO PROCEED

To:

Date:

Project:

You are hereby notified to commence Work in accordance with the Contract dated ____________, on or before ______________, and you are to fully complete said Work on or before ____________, and to complete other specified items of work in accordance with the dates specified in Article 4 of the Agreement.

Please prepare and make available for the preconstruction meeting on ____________ the Initial Project Schedule under SECTION 108, the Project Traffic Control Plan required for Mesa County and a draft of the Project Storm Water Management Plan required by Section 208.

By:

Title:

Address: P.O. Box 20,000
200 South Spruce Street
Grand Junction, Colorado 81502-5013

Telephone: (970) 244-1686

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By ________________________________

This the ________________ day of _________________________, 20____.

By: ________________________________

Title: ________________________________

Telephone: ____________________________
FIELD ORDER

FIELD ORDER NO: _____________________
DATED: _______________________________

Project:

County Project Number:

Contractor:

Attention:

You are directed to make the changes as defined below and on any attached pages.

Description of Required Changes:

Changes Ordered By: _______________________________________________________
Mesa County Engineering, Project Engineer
Dated: _____________, 20___

Changes Accepted By: _______________________________________________________
Contractor or Authorized Representative
Dated: _____________, 20___
CHANGE ORDER

CHANGE ORDER NO.

Date:
Project:
CPN:
Contractor:
Contract For:
Contract Date:
To:

You are directed to make the changes noted below in the subject Contract:

Mesa County
By:

Dated:

NATURE OF CHANGES:

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<tr>
<th>BID ITEM #</th>
<th>CDOT REF #</th>
<th>DESCRIPTION</th>
<th>BID QUAN.</th>
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<th>CHANGE</th>
<th>UNITS</th>
<th>UNIT $</th>
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TOTAL CHANGE ORDER COST

47
These changes result in the following adjustment of Contract Price and Contract Time:

**Contract Price:**

- Prior to Change Order: $\ 
- Decrease/Increase: $\ 
- Current Contract Price: $\ (Including Change Order)

**Contract Time:**

- Prior to Change Order: 60 days from Notice to Proceed issued
- Decrease/Increase: 
- Current Contract Time: 

**The Above Changes are Approved:**

Mesa County Public Works

By: __________________________________________________________

Date: _______________________________________________________

The foregoing Change Order No. 1 is satisfactory and is hereby accepted. In accepting this Change Order No. 1, the Contractor acknowledges that he has no unsatisfied claim against the County arising out of or resulting from this Order, and the Contractor hereby releases and discharges the County from any and all claims or demands whatsoever arising out of or resulting from this Order.

**The Above Changes are Accepted:**

Contractor:

By: _________________________________________________________

Date: _______________________________________________________


SUMMARY OF CHANGE ORDERS

These Change Orders to date have resulted in the following adjustment of Contract Price and Contract Time:

Original Contract Price: $  
Original Contract Time: 60 days from Notice to Proceed

<table>
<thead>
<tr>
<th>Change Order No.</th>
<th>Date</th>
<th>Amount (+ or-)</th>
<th>Time (+ or -)</th>
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Net Change of ALL Change Orders (+ or -)
Net Change this Change Order (+ or -)
New Contract Price
Time if this Change Order is Executed
APPLICATION FOR PAYMENT

Number <>

To:

Project:

Contractor:

Contract Date:

County’s Project Number:

For Work Accomplished Through:

**CONTRACTORS SCHEDULE OF WORK (See Attached)**

<table>
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<tr>
<th>Item</th>
<th>Unit Price</th>
<th>Quantity</th>
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Original Contract Amount: $________________________

Net Changes: $________________________

Contract Sum to Date: $________________________

Total Completed & Stored to Date: $________________________

Less 5% Retainage of Contract Value: $________________________

Total Earned Less Retainage: $________________________

Less Previous Payments: $________________________

Amount Due this Application: $________________________

CONTRACTOR’S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from County on account of Work done under the Contract referred to above have applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _______ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this application for Payment will pass to County at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to County).

Dated: ______________, 20 ___

By: __________________________

County REPRESENTATIVE Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: ______________, 20 ___

By: __________________________

Mesa County Engineering Division
CERTIFICATE OF SUBSTANTIAL COMPLETION

County’s Project No.:

Project:

Contractor: ____________________________________________________________________

Contract for: ___________________________________________________________________

Contract Date: _________________________________________________________________

This Certificate of Substantial Completion applies to Work under the Contract Documents:

To:  MESA COUNTY
     County

And To:
     Contractor

The Work to which the Certificate applies has been inspected by authorized representatives of County, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

_____________________________________
Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. When this Certificate applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion.
The Date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between County and CONTRACTOR for security, operation, safety, maintenance, and insurance shall be as follows:

Responsibilities:

County: Shall be in accordance with Contract Documents

CONTRACTOR: Shall be in accordance with Contract Documents

The following documents are attached to and made a part of this Certificate:

Executed by County’s REPRESENTATIVE on ________________

By: ____________________________________________________________________

The CONTRACTOR accepts this Certificate of Substantial Completion on ________________

By: ____________________________________________________________________
LIEN WAIVER

$______________  ___________________________, Colo., Date: _______________

Received of _____________________________________________________________
being the sum of ________________________________________________________ Dollars,
being (check one) □ partial payment □ full payment of all demands for labor, services,
machinery, tools, equipment, laborers or materials heretofore furnished to _________________
______________________________________________ in connection with Mesa County
Project __________________________ located in the County of Mesa, State of Colorado, and in
consideration of the aforesaid payment the undersigned hereby waive, relinquish and absolutely
release forever, all right to claim a mechanic’s lien against the above described property which
might accrue under the laws of the State of Colorado by virtue of the aforesaid work done,
laborers or material furnished prior to _______________________ (date).

The undersigned hereby swears and affirms that this instrument is signed under no
constraint as a free and voluntary act, and that the undersigned is authorized to release the above-
reference claim on behalf of sub-contractor __________________________________________.

____________________________________
Sub-Contractor

State of _________________________)
County of _________________________)

Being duly sworn states that he/she is __________________________ of
(Sub-Contractor) __________________ and that the all statements herein contained are
true and correct.

Subscribed and sworn to before me this _________ day of _________________, 20______.

______________________________
Notary Public
(seal)

My Commission Expires _________________________
Contractor

State of ______________________

County of ______________________

Being duly sworn states that he/she is __________________________ of (Contractor)________________________ and that all statements herein contained are true and correct.

Subscribed and sworn to before me this __________ day of _________________, 20______.

___________________________
Notary Public

(seal)

My Commission Expires _________________________
The CDOT 2017 Standard Specifications for Road and Bridge Construction controls construction of this project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans.

### MESA COUNTY SPECIAL PROVISIONS

<table>
<thead>
<tr>
<th>Section Reference</th>
<th>Date</th>
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<tbody>
<tr>
<td>Index Page</td>
<td>(June, 2019)</td>
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<tr>
<td>Revision of Section 101-Definitions and Terms</td>
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<tr>
<td>Revision of Section 102-Bidding Requirements and Conditions</td>
<td>(June, 2019)</td>
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<td>Revision of Section 103-Award and Execution of Contract</td>
<td>(June, 2019)</td>
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<td>Revision of Section 104-Scope of Work</td>
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<td>Revision of Section 107-Legal Relations and Responsibility to Public</td>
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<td>Revision of Section 108-Prosecution and Progress</td>
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<td>Revision of Section 109-Measurement and Payment</td>
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### COLORADO DEPARTMENT OF TRANSPORTATION SPECIAL PROVISIONS

STANDARD SPECIAL PROVISIONS

Section 101 of the Standard Specifications is hereby revised for this project as follows:

In subsection 101.17 delete the first paragraph and replace with the following:

The written agreement between Mesa County and the Contractor setting forth the obligations of the parties for the performance of work and the basis of payment. The Contract may also be referred to as the “Agreement”.

The definitions of the following subsections are revised as shown:

101.10 **CDOT Resident Engineer.** Any reference to CDOT Resident Engineer or Resident Engineer shall mean Mesa County Engineering Division Director. The Engineering Division Director will delegate authority to Project Managers who will be in responsible charge of the design of the project and Construction Managers who will be in responsible charge of the construction of the project.

101.25 **County.** Mesa, Colorado

101.28 **Department.** Mesa County. Any reference to CDOT or “Department”, shall mean Mesa County except when in reference to CDOT Plans, Specifications and Special Provisions.

101.29 **Engineer.** Mesa County Engineering Division’s duly authorized representative. References to Engineer that relate to engineering, design and bidding of the project shall refer to the authorized Project Manager for the project. All other references to Engineer which relate to administration of the construction of the project shall refer to the Construction Manager. The term “Engineer” may also apply to a Professional Engineer hired by a developer to design and/or administer the construction of public infrastructure in accordance with a development approved by or contracted for/or with the County.

In subsection 101.36, delete the first and second paragraph and replace with the following:

101.36 **Holidays.** Holidays recognized by Mesa County are:

- New Year’s Day
- Dr. Martin Luther King, Jr.’s Birthday (observed)
- Washington-Lincoln Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day (and the Friday after)
- Christmas Day

When New Year’s Day, Independence Day, or Christmas Day falls on a Sunday, the following Monday shall be considered a holiday. When one of these days falls on a Saturday, the preceding Friday shall be considered a holiday.
101.39 Laboratory. Any approved testing laboratory designated by the County to make tests of materials and Work involved in the Contract.

101.51 Project Engineer. The Mesa County Engineering Division’s duly authorized representative. References to Project Engineer that relate to engineering, design and bidding of the project shall refer to the authorized Project Manager for the project. All other references to Project Engineer which relate to administration of the construction of the project shall refer to the Construction Manager.

101.58 Regional Transportation Director. Public Works Director, Mesa County, Colorado.

101.73 Delete reference to Department and substitute CDOT.

101.76 State. Unless otherwise specifically provided in the Agreement, all references to the State of Colorado as the Owner shall mean that Mesa County, Colorado is the owner.

Add the following subsections:

101.96 Addenda. Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

101.97 Agreement. The written agreement between the Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein. May also be described as the “Contract”.

101.98 Application for Payment. The form accepted by Owner Representative which is to be used by Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

101.99 Bid. The offer or proposal of the Bidder submitted on the prescribed form setting forth the process for the Work to be performed.

101.100 Bonds. Bid, performance, payment, and maintenance bonds as well as other instruments of security.

101.101 Modification. (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement.

101.102 Owner. Mesa County, the public body with whom Contractor has entered into Agreement and for whom the Work is to be provided. Owner may also be referred to as County.

101.103 Owner Representative. The authorized representative of the Owner shall be the Mesa County Engineering Division or the Division’s designated representative, who is assigned to the project or any part thereof. References to Owner Representative that relate to engineering and design of the project shall refer to the designated Project Manager for the
project. All other references to Owner Representative which relate to administration of the construction of the project shall refer to the Construction Manager.

101.104 **Substantial Completion.** The Work (or a specified part thereof) has progressed to the point where, in the opinion of the Construction Manager as evidenced by his definitive certification of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the work or specified part can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with subsection 109.06. The terms “substantially complete” and “substantially completed” as applied to any Work refer to Substantial Completion thereof.

101.105 **Construction Manager.** Mesa County Engineering Division’s duly authorized representative who is in direct charge of the construction work and is responsible for the administration and satisfactory completion of the construction project under contract.

101.106 **Project Manager.** Mesa County Engineering Division’s duly authorized representative who is in direct charge of the engineering and design of the project and is responsible for the administration and satisfactory completion thereof.
REVISION OF SECTION 102
BIDDING REQUIREMENTS AND CONDITIONS

Section 102 of the Standard Specifications is deleted and replaced with the Instruction to Bidders.
REVISION OF SECTION 103
AWARD AND EXECUTION OF CONTRACT

Section 103 of the Standard Specifications is hereby deleted and replaced by the Instructions to Bidders.
REVISION OF SECTION 104
SCOPE OF WORK

Section 104 of the Standard Specifications is hereby revised for this project as follows:

Subsection 104.01 shall include the following:

Neither Contractor nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer and they shall not reuse any of them on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

Delete third paragraph of Subsection 104.04 (a) and replace with:

Maintenance requirements, as approved, will be paid for by the appropriate bid item; however if a bid item does not exist, then the Contractor shall be responsible to provide without separate payment.

Add to subsection 104.06 the following:

During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

Replace entire Subsection 104.07 Value Engineering Change Proposals by the Contractor with the following:

104.07 Value Engineering Change Proposals by the Contractor. The Contractor may develop a proposal for value engineering changes that improve construction techniques, alternative materials, and other innovations. Depending on funding sources and type of contracts, proposals may not be accepted on all projects. Proposals must provide a project comparable to Engineer of Record’s original design either at lower cost, improved quality, or both. Proposals that lower the quality of the intended project will be rejected, if any part of the proposal is rejected the entire proposal will be rejected. Bid prices shall not be based on the anticipated approval of a Value Engineering Change Proposal (VECP). Proposals shall be submitted only by the successful bidder after contract award. If a VECP is rejected, the work shall be completed in accordance with the Contract at contract bid prices. Any delay to the project due to a VECP submittal and review shall be considered within the Contractor’s control and will be non-excusable with the exception of those delays that are approved as part of the VECP.
Proposals shall be categorized as VECP (Category A) or VECP (Category B). VECPs (Category A) will be all proposals that involve the design and construction of a structure including but not limited to a bridge, retaining wall, concrete box culvert, or building. A VECP (Category A) will also include any proposal that would result in a change of original bid items that totals over $250,000. Alternatives investigated and not selected in the project Structural Selection Reports may be presented in a VECP if significant benefits can be demonstrated to the Project Manager or Construction Manager. In addition, design criteria and constraints listed in the Structural Selection Report cannot be modified or relaxed as part of a VECP unless significant and previously unknown benefits can be proven to the Project Manager. Experimental or demonstration-type design concepts, products, structures, or elements that have not been pre-approved by Owner, in writing, for general use will be considered a VECP (Category A). Category A proposals will also result in a realized and shared cost savings to Owner. Cost savings generated to the Contract as a result of VECP offered by the Contractor and accepted by Owner shall be shared between the Contractor and Owner, with a split of the savings 40% to the Contractor and 60% to Owner.

All other VECPs that do not meet the previous requirements will be classified as a VECP (Category B).

Net cost savings shall be split 40% to the Contractor and 60% to Owner as defined in the Basis of Payment section of this specification.

Both VECP (Category A) and VECP (Category B) will produce savings to Owner or provide improved project quality without impairing essential functions and characteristics of the facility. Essential functions include but are not limited to: service life, requirements for planned future development, prior commitments to governmental agencies or the public, corridor requirements, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.

The Contractor must submit a full VECP proposal. These proposals are subject to rejection at any time if they do not meet the criteria outlined in this subsection.

(a) Submittal of Full Value Engineering Change Proposal. The following materials and information shall be submitted for both Category A and Category B VECPs:

1. A statement that the proposal is submitted as a VECP.
2. A description of the difference between the existing Contract and the proposed change, and the advantages and disadvantages of each, including effects on service life, requirements for planned future development, prior commitments to governmental agencies or the public, corridor requirements, economy of operation, ease of maintenance, desired
appearance, safety, and impacts to the traveling public or to the environment during and after construction. The Contractor shall request in writing the necessary information from the Project Manager.

(3) A complete set of plans and specifications showing the proposed revisions relative to the original Contract. This portion of the submittal shall include design notes and construction details. The proposed plans and specifications shall be signed and sealed by the Contractor’s Engineer.

(4) A cost comparison, summarizing all of the items that the proposed VECP replaces, reduces, eliminate, adds, or otherwise changes from the original Contract work, including all impacts to traffic control, detours and all other changes. The cost comparison shall not include cost savings resulting from purportedly decreased inspection or testing requirements, or Owner overhead. All costs and proposed unit prices shall be documented by the Contractor.

(5) A Statement specifying the date by which a Contract Modification Order must be executed to obtain the maximum cost reduction during the remainder of the Contract and the date when a response from the Construction Manager is required to avoid delays to the prosecution of the Contract.

(6) A statement detailing the effect the Proposal will have on the time for completing the contract.

(7) A description of any previous use or testing of the proposed changes and the conditions and results. If the Proposal was previously submitted on another Owner project, the proposal shall indicate the date, Contract number, and the action taken by the Owner.

(8) An estimate of any effects of the VECP will have on other costs to the Owner.

(9) A statement of life cycle costs, when appropriate. Life cycle costs will not be considered as part of cost savings but shall be calculated for additional support of the Proposal. A discount rate of four percent shall be used for life cycle calculations.

(b) Evaluation. VECP will be evaluated by Owner in accordance with the CDOT Construction Manual.

Additional information needed to evaluate Proposals shall be provided in a timely manner. Untimely submittal of additional information will result in rejection of the Proposal. Where design changes are proposed, the additional information shall include results of field investigations and surveys, design and computations, and changed plan sheets required to develop the design changes.

1. The Construction Manager will determine if a Proposal qualifies for consideration and evaluation. The Construction Manager may reject any
Proposal that requires excessive time or costs for review, evaluation, or investigation. The Construction Manager may reject proposals that are not consistent with Owner’s design criteria for the project.

2. VECPs, whether or not approved by Owner, apply only to the ongoing Contracts referenced in the Proposal and become the property of Owner. Proposals shall contain no restrictions imposed by the Contractor on their use or disclosure. Owner has the right to use, duplicate and disclose in whole or in part any data necessary for the utilization of the Proposal. Owner retains the right to utilize any accepted Proposal or part thereof on other projects without obligation to the Contractor. This provision is subject to rights provided by law with respect to patented materials or processes.

3. If Owner is already considering revisions to the Contract or has approved changes in the Contract that are subsequently proposed in a VECP, the Construction Manager will reject the Proposal and may proceed to implement these changes without obligation to the Contractor.

4. The Contractor shall have no claim against the Owner for additional costs or delays resulting from the rejection or untimely acceptance of a VECP. These costs include but are not limited to: development costs, loss of anticipated profits, increased material or labor costs, or untimely response.

5. Proposals will be rejected if equivalent options are already provided in the Contract.

6. Proposals that only reduce or eliminate contract pay items will be rejected.

7. The cost savings and other benefits generated by the Proposal must be sufficient to warrant review and processing, as determined by the Construction Manager.

8. A proposal changing the type or thickness of the pavement structure will be rejected.

9. No VECP proposal can be used to alter incentive and disincentive rates and maximums on Cost plus Time bid (A+B) projects.

10. Right of Way cannot be bought as part of a VECP to eliminate phasing on a project.

11. A VECP changing the design of a structure may be considered by the Owner, if the design meets the following conditions:
(1) The design shall not involve detouring of traffic onto local roads or streets to an extent greater than the original plans, unless previously approved by the affected local agencies.
(2) The design has the same roadway typical section as the original plans.
(3) The design meets or exceeds the benefits of the construction handling or traffic phasing scheme shown in the original plans.
(4) The design meets or exceeds all environmental commitments and permit requirements of the original Contract.
(5) The design shall not increase environmental impacts beyond those of the original Contract.
(6) The design meets or exceeds the vertical and horizontal clearances and hydraulic requirements shown on the original plans.
(7) The design has the same or greater flexibility as the original design to accommodate future widening.
(8) The design shall not change the location of the centerline of the substructure elements, without demonstrating substantial benefits over the original plans.
(9) The design shall not change the grade or elevation of the final riding surface, without demonstrating substantial benefits over the original plans.
(10) The design shall match corridor future development plans and architectural, aesthetic and pavement requirements, if applicable.
(11) The design shall not adversely impact MESA COUNTY’s Bridge Inspection maintenance, or other long-term costs or operations.
(12) The design shall meet all MESA COUNTY design standards and policies.
(13) The design shall include all additional costs and coordination necessary to relocate utilities.
(14) Major structure designs provided by the Contractor shall include an independent plan review and design check by a Professional Engineer licensed in the State of Colorado and employed by a firm other than the engineer-of-record. This design review will be performed at the Contractor’s expense and shall be included in the Contractor’s engineering costs.
(15) The Contractor shall provide Owner with all design calculations, independent design check calculations, a rating package for each bridge prepared in accordance with the current CDOT Bridge Rating Manual, and a record set of quantity calculations for each structure.

12. The Project Manager or Construction Manager will reject all or any portion of the design or construction work performed under an approved VECP if unsatisfactory results are obtained. The Construction Manager will direct the removal of such rejected work and require construction to proceed under the
original Contract requirements without reimbursement for work performed under the proposal, or for its removal.

If a design VECP meets these and all other requirements, Owner may, at its sole option, accept or reject the proposal.

(c) Basis of Payment. If the VECP is accepted, a Contract Modification Order will authorize the changes and payment (any work associated with the proposal can only be done once a contract modification order is issued). Reimbursement will be made as follows:

1. The changes will be incorporated into the Contract by changes in quantities of unit bid items, new agreed unit price items, lump sum or any combination, as appropriate, under the Contract. Unless there is a differing site condition as described in subsection 104.02, the Contractor shall not receive additional compensation for quantity overruns, design errors, supplemental surveys, geotechnical investigations, additional items, or other increases in cost that were not foreseen in the accepted VECP unless otherwise approved by the Construction Manager.

2. For all VECPs, the incentive payment shall be calculated as follows:
   
   \[(\text{gross cost of deleted work}) - (\text{gross cost of added work}) = (\text{gross savings})\]

   \[(\text{gross savings}) - (\text{Contractor’s engineering costs}) - (\text{Owner’s engineering costs}) = (\text{net savings})\]

   Contractor’s total incentive = 40% net savings

   The Contractor’s engineering costs will be reimbursable only for outside consultant costs that are verified by certified billings. Owner’s engineering costs shall be actual consultant costs billed to Owner and extraordinary in-house personnel labor costs. These labor costs will be calculated at the fixed amount of $50.00 per hour per employee. Project personnel assigned to the field office or who work on the project on a regular basis shall not be included in Owner’s portion of the cost.

3. At the completion of the VECP design work, the Contractor shall furnish the Construction Manager any additional documentation such as surveys, geotechnical reports, documentation, or calculations and shop drawings required to complete the work.

At the completion of the project, the Contractor shall furnish the Construction Manager with PE-stamped Record sets, and As-Constructed plans showing the VECP work.
(d) Contractor Appeal Process. Appeals can be made only on VECPs (Category A). The Prime Contractor submitting the VECP may file a one-time appeal to the Mesa County Public Works Director on the denial of any VECP (Category A). The Contractor must have a valid reason for the appeal and the decision of the Mesa County Public Works Director will be final.
REVISION OF SECTION 105
CONTROL OF WORK

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

Delete subsection 105.01 and replace with the following:

105.01 Authority of the Construction Manager. The Public Works Director will designate a representative during the construction period. The duties, responsibilities, limitations and authority of the Construction Manager during the construction period are set forth in the following and shall not be extended without written consent of Owner.

Construction Manager will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Construction Manager will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such visits and on-site observations as an experienced and qualified design professional, Construction Manager will endeavor to guard Owner against defects and deficiencies in the Work, however, such visits shall not relieve the Contractor from liability to fulfill this Agreement.

Construction Manager will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as the Construction Manager may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefore as provided in subsections 105.22

Construction Manager will have authority to disapprove or reject Work which is defective, and will also have authority to require special inspection or testing of the Work as provided in subsection 105.16, whether or not the Work is fabricated, installed or completed.

Construction Manager will not be responsible for Contractor’s means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Construction Manager will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

Construction Manager will not be responsible for the acts or omissions of Contractor or of any Subcontractors, or of the agents or employees of any Contractor or Subcontractors, or of any other persons at the site or otherwise performing any of the Work.

In subsection 105.02 (b), in items 4 & 5, change requirement for number of sets to one set electronically submitted.
In subsection 105.02, delete section (f) and replace with the following:

Contractor shall keep on record a copy of all Specifications, As-Built Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order and annotated once a week to show all changes made during the construction process. These shall be available to Construction Manager for examination upon completion of the Work and prior to final payment.

Delete the following paragraphs from subsection 105.03 – fourth paragraph, and seventh paragraph to end of subsection.

Delete subsection 105.04 in its entirety.

Delete all of subsection 105.05 except for the first two paragraphs.

Delete subsections 105.06, 105.07 and 105.08 unless otherwise noted in the Project Special Provisions.

Delete subsection 105.09 and replace with the following:

**105.09 Coordination of Plans, Specifications, and Special Provisions.** All construction shall be in conformance with the Plans, Technical Specifications, the Mesa County Standard Specifications for Road and Bridge Construction, and the State of Colorado Standard Specification for Road and Bridge Construction latest edition.

In the event that there is conflict between the various reference specifications, they shall in general govern in the following order:

(a) The Special Provisions
   1. Project Special Provisions

(b) Plans
   1. Detailed Plans
   2. Standard Plans

(c) Mesa County Standard Specifications for Road and Bridge Construction


The Contractor shall obtain, at their expense, copies of the Department of Transportation Standard Specifications for Road and Bridge Construction and the M and S Standards as may be necessary to prepare their proposal or to complete the work. They shall also obtain, at their expense, copies of the Mesa County Standard Specifications for Road and Bridge Construction.
In subsection 105.10, delete the first sentence and replace with the following:

Owner shall furnish to Contractor up to three copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Subsection 105.10 shall include the following:

Key personnel have been identified by the Contractor and relied upon by the Owner in awarding this Contract. Owner reserves the right to re-negotiate or terminate the contract if either of the following occurs:

- There is a significant (50%) change in the Contractor’s key personnel without approval;
- The Contractor’s Project Manager is changed during the performance of the contract without approval.

In the event the Contractor desires to change any key personnel or the Contractor’s Project Manager during the contract period, the Contractor must submit for prior approval a written request demonstrating the extraordinary circumstances and providing: local availability of the substituted key personnel or Contractor’s Project Manager; professional qualifications; related project experience; and, current and future commitments. In addition to the remedies above, if, for whatever reason, a key personnel or Contractor’s Project Manager is deemed unsuitable or a hindrance to the cooperative completion of the Project, Owner may remove that person from the Contractor’s construction team.

In Subsection 105.11 delete the third paragraph and replace with the following:

In accordance with C.R.S. 9-1.5-103 et seq. (Excavation Requirements – Plans and Specifications), the Engineer will certify in the project plans and specifications which Quality Level (A-D) the depicted existing known utilities are, pursuant to the most recent version of the ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). The Contractor shall not be relieved of its responsibility to comply with the requirements set forth therein and shall not rely solely on the Engineer’s plans and specifications when completing its work with respect to existing buried utilities. The Contract will indicate those utility items which are to be relocated or adjusted by the utility owner or which are to be relocated or adjusted by the Contractor. The Contractor shall consider in the bid proposal all of the permanent and temporary utility facilities in their present or relocated positions as shown in the Contract and as revealed by site investigation. Utility delays due to changes which are the responsibility of the Contractor will be considered nonexcusable delays. Utility delays beyond the Contractor’s control and not due to the fault or negligence of the Contractor shall be documented by the Contractor and tied to the project’s critical path schedule, so as to demonstrate a timeline of events leading up to the utility owner’s failure to perform and subsequent delay to the project. Delays will be determined to be compensable or non-compensable in accordance with subsection 108.08. The Contractor and the Engineer shall meet with the utility owners as often as necessary to coordinate
and schedule relocations or adjustments. Additional compensation will not be allowed for foreseeable coordination, inconvenience, or damage sustained due to interference from the utility facilities or the removal or relocation operations as indicated in the Contract.

Subsection 105.11 shall include the following:

If any part of Contractor’s Work depends for proper execution or results upon the work of any such other contractor or utility service company (or Owner), Contractor shall inspect and promptly report to the Construction Manager in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor’s failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor’s Work except for latent or non-apparent defects and deficiencies in the other work.

Delete subsection 105.13 (a) & (b) and replace (a) & (b) with the following:

(a) **Contractor Surveying.** The Contractor shall furnish and set construction stakes establishing lines and grades in accordance with provisions of Section 625. Contractor shall report to Construction Manager whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grade, location or construction operations, and shall be responsible for replacement or relocation of reference points by professionally qualified personnel.

(b) **Construction Surveying.** Engineer will provide the initial survey control data. All construction surveying, as well as field verification of the survey monuments and control points, will be the responsibility of the Contractor. Construction surveying will be considered a subsidiary obligation under this Contract. Control line and stationing shall be maintained by the Contractor at all times.

Delete subsection 105.14.

In subsection 105.16, delete the second paragraph and replace with the following:

If Construction Manager considers it necessary or advisable that covered Work be observed by Construction Manager or inspected or tested by others, Contractor, at Construction Manager’s request, shall uncover, expose or otherwise make available for observation, inspection or testing as Construction Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or if Contractor was advised in advance of Construction Manager’s requirement to inspect prior to covering, Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing of satisfactory reconstruction, including compensation for additional professional services, and any damage caused by uncovering, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective and Contractor had no advance knowledge of inspection requirement prior to covering, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in subsection 105.22.
Subsection 105.17 shall include the following:

If Contractor fails within a reasonable time after written notice of Construction Manager to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Construction Manager in accordance with subsection 105.17, or if Contractor fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), Owner may, after seven (7) days’ written notice to Contractor, correct and remedy any such deficiency. In exercising his rights under this paragraph, Owner shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work and suspend Contractor’s services related thereto, take possession of Contractor’s tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner’s Representatives, agents and employees such access to the site as may be necessary to enable Owner to exercise his rights under this paragraph. All direct and indirect costs of Owner in exercising such rights shall be charged against Contractor under an amount verified by Construction Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitations, compensation for additional professional services required and all costs for repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor’s defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner’s rights hereunder.

Subsection 105.18 shall include the following:

If the Contractor plans to utilize County roads for material haul routes, he should contact the Construction Manager and check for possible road load restrictions and comply with any restrictions and permit requirements.

Subsection 105.19 shall include the following:

The Contractor shall conduct his operations so as not to have equipment tracking excessive amounts of mud and earth onto the adjacent streets. Upon notification by the Construction Manager, the Contractor shall clean up from public streets, earth tracked by his equipment or that of subcontractors and material suppliers to the project.

Delete subsection 105.21(a) and replace with the following:

(a) **Partial Acceptance.** Use by Owner of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:
Owner at any time may request the Contractor in writing for permission for the Owner to use any part of the Work which Owner believes can be used without significant interference with construction of the other parts of the Work. If Contractor agrees, Contractor will certify to Owner that said part of the Work is substantially complete and request Construction Manager to issue a Certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter, Contractor and Construction Manager shall make an observation of that part of the Work to determine its status of completion. If Construction Manager does not consider that part of the Work to be substantially complete, Construction Manager will notify Contractor in writing, giving his reasons therefore. If Construction Manager considers that part of the Work to be substantially complete, Construction Manager will execute and deliver to Contractor a certificate to that effect, fixing the date of substantial completion as to that part of the Work, attaching thereto a tentative list of items to be completed or corrected before final payment. In issuing a Certificate of Substantial Completion as to part of the Work, Construction Manager will deliver to Contractor a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work which shall become binding upon Owner and Contractor at that time of issuing the definitive certificate of Substantial Completion as to that part of the Work which Construction Manager has so certified to be substantially complete, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

In lieu of the issuance of the Certificate of Substantial Completion as to part of the Work, Owner may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, Construction Manager will deliver to Contractor a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, correction period, heat, utilities, and insurance with respect to such facility.

Delete subsection 105.21(b) and replace with the following:

(b) Substantial Completion and Final Acceptance. When Contractor considers the entire work ready for its intended use, Contractor shall, in writing to Construction Manager, certify that the entire Work is substantially complete and request that Construction Manager issue a Certificate of Substantial Completion for the entire project. Within a reasonable time thereafter, Contractor and Construction Manager shall make an inspection of the Work to determine the status of completion. If Construction Manager does not consider the Work substantially complete, Construction Manager will notify Contractor in writing, giving his reasons therefore. If Construction Manager considers the Work substantially complete, Construction Manager will prepare and deliver to Owner a Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the Certificate a list of items to be completed or corrected within 30 days of the date of Substantial Completion and before final payment.
Owner shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

Upon written notice from Contractor that the Work is complete, Construction Manager will make a final observation with Contractor and will notify Contractor, in writing, of all particulars in which this observation reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies. All such deficiencies shall be remedied within seven (7) days of notification to Contractor by Construction Manager, or Owner may act to remedy deficiencies in accordance with the provisions of subsection 105.17. Final acceptance under this subsection does not waive any legal rights contained on subsection 107.21.

Add the following subsection:

**105.21 (c) One Year Correction Period.** Contractor warrants and guarantees Owner that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this section.

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Construction Manager’s written instructions, either correct such defective Work, or if it has been rejected by Construction Manager, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. The one-year correction period shall be extended to allow time for response and/or correction by the Contractor.

Delete subsection 105.22 through 105.24 and replace with the following:

**105.22 Dispute Resolution.** This subsection details the process through which the parties (Owner and the Contractor) agree to resolve any issue that may result in a dispute. The intent of the process is to resolve issues early, efficiently, and as close to the project level as possible.

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

Disputes and claims will not be considered unless the Contractor has first complied with specified issue resolution processes such as those included in subsections 104.02, 108.08(a), and 108.08(d).

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

The Construction Manager will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the Work shall be referred initially to the Construction Manager in writing with a request for a formal decision in accordance with this paragraph, which Construction Manager will render in writing within a reasonable time.

No change in Contract Price or Contract Time shall be considered or authorized unless a written notice of each such claim, dispute and other matter shall be delivered by the Contractor to the Construction Manager within fifteen (15) days of the occurrence of the event giving rise thereto. The Contractor is also required to supplement the written notice of dispute with the following supporting data within forty-five (45) days of the occurrence of the event, unless the Construction Manager allows an additional period of time to ascertain more accurate data:

(1) The date of the dispute

(2) The nature of the circumstances which caused the dispute

(3) A statement explaining in detail the specific provisions of the Contract and any basis, legal or factual, which support the dispute

(4) If any, the estimated quantity or amount, of the dispute with supporting documentation

(5) An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

(6) Any other additional information or data which the Construction Manager determines is needed to aid in resolving the claim through negotiation or which is required to complete an evaluation of the claim.

Failure to submit the claim in writing within the time and in the manner described above, or within such extended time granted by the Construction Manager, shall constitute a waiver by the Contractor of any right equitable or otherwise to make such a claim.

The dispute resolution process set forth in this subsection shall be exhausted in its entirety prior to initiation of litigation. Failure to comply with the requirements set forth in this subsection shall bar either party from any further administrative, equitable, or legal
remedy. If a deadline is missed that does not prejudice either party, further relief shall be allowed.

The Construction Manager and the Contractor’s Superintendent or field level manager will first attempt to negotiate resolution of the issue. If the Parties fail to resolve the issue through negotiation, the dispute will be escalated to the Engineering Division Director and the Contractor’s next manager level.

The Engineering Division Manager will either deny the merits of the dispute or notify the Contractor that the dispute has merit. This determination will include a summary of the relevant facts, Contract provisions supporting the determination, and an evaluation of all scheduling issues that may be involved.

If the dispute is determined to have merit, the Contractor and the Engineering Division Manager will determine the adjustment in payment, schedule, or both within 30 days. When a satisfactory adjustment is determined, it shall be implemented in accordance with subsections 108.08, 109.03, 109.04 or 109.10 and the dispute is resolved.

If the Contractor accepts the Engineering Division Director's denial of the merits of the dispute, the dispute is resolved and no further action will be taken. If the Contractor does not respond in seven days, it will be assumed he has accepted the denial. If the Contractor rejects the Engineering Division Director's denial of the merits of the dispute or a satisfactory adjustment of payment or schedule cannot be agreed upon within 30 days, the Contractor may further pursue resolution of the dispute by providing written notice to the Public Works Director within seven days.

After receipt of the Contractor's written notice to the Public Works Director of unsatisfactory resolution of the dispute, all parties involved in the dispute will meet with the Public Works Director, who will act as a mediator during discussions of the dispute. These meetings shall include a Contractor's representative with decision authority above the project level.

If these meetings result in resolution of the dispute, the resolution will be implemented in accordance with subsections 108.08, 109.03, 109.04, or 109.10 and the dispute is resolved.

If these meetings do not result in a resolution or the participants mutually agree that they have reached an impasse, either party may initiate litigation in accordance with the signed Agreement.

The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any claim made under this Section, and shall comply with any decision of the County pending final resolution of the claim. Failure to proceed with the work shall be grounds for suspension or termination of the Contractor.

The rendering of a decision by any authorized Owner Representative with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in subsection 109.09) will be a condition precedent to any exercise by Contractor of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter.
Neither Owner Representative’s authority to act under this subsection or elsewhere in the Contract Documents nor any decision made by Owner Representative in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Owner Representative to Contractor, any Subcontractor, or manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

Whenever in the Contract Documents the terms “as ordered”, “as directed”, “as required”, “as allowed”, or terms of the like effect or import are used, or the adjectives of like effect or import are used to describe requirement, direction, review or judgment will be solely to evaluate the Work for compliance with Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that the Owner Representative shall have authority to undertake responsibility contrary to the provisions of the preceding two paragraphs.

Add the following subsection:

105.23 Notification. Whenever any provision of the Contract Documents requires the Owner to give written notice to the Contractor, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for the Contractor, or if delivered or sent by registered or certified mail, postage prepaid, to the addresses as shown on Proposal or to the last business address known to the Contractor. Whenever any provision of the Contract Document requires the Contractor to give written notice to the Owner, it shall be deemed to have been validly given if delivered in person to the Construction Manager, as stated in the Instructions to Bidders, or if delivered at or sent by registered or certified mail, postage prepaid, to Mesa County Engineering Division. The Contractor or Owner may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

Add the following subsection:

105.24 General Control of the Work. Should Owner or Contractor suffer injury or damage to his person or property because of any error, omission or act of the other party or of any of the other party’s employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

The duties and obligations imposed by these Contract Documents and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by subsections 105.17, 105.21, 107.01, 108.10 and 109.09 and all of the rights and remedies available to Owner and Owner Representative thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to
which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.
Section 106 of the Standard Specifications is hereby revised for this project as follows:

In subsection 106.01, add the following to the third paragraph:

Requests for review of substitute items of material and equipment will not be accepted by Construction Manager from anyone other than Contractor. If the name of the product is not following by the phrase “or approved equal”, and Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make written application to Construction Manager for acceptance, certifying the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change. Construction Manager will forward the application to the Engineer of Record for evaluation of the proposed substitution. Engineer of Record may require Contractor to furnish, at Contractor’s expense, additional data about the proposed substitute. No substitute will be ordered or installed without the Engineer of Record and Construction Manager’s prior written acceptance. Owner may require Contractor to furnish at Contractor’s expense a special performance guarantee or other surety with respect to any substitute.

Construction Manager will record time require by Construction Manager and Engineer of Record in evaluating substitution proposed by Contractor and in making changes in the Drawings and Specifications occasioned thereby. Whether or not Construction Manager accepts a proposed substitute, Contractor shall reimburse Owner for the charges of Construction Manager and Engineer of Record, if any, for evaluating any proposed substitute.

In subsection 106.01, delete the last two paragraphs.

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

The Contractor sources of sand, gravel or borrow shall be tested by the Contractor and approved by the Construction Manager prior to incorporation of the material into the project. The Contractor will supply the Construction Manager with passing test results from an AASHTO accredited laboratory signed and sealed by a Professional Engineer. The Contractor shall produce material which meets contract specifications throughout construction of the project.
In subsection 106.03, add the following:

The Contractor is responsible for all Process Control (Quality Control) testing of all work performed and shall implement whatever procedures, methods, testing, surveying, and supervision necessary in order to insure that the work conforms to the Plans and Specifications. Initial Quality Control testing shall be performed at the beginning of each construction phase in order to identify and correct any procedures resulting in non-compliant work.

The Owner, developer or entity responsible for administering the construction of the public facilities shall provide an Owner Assurance (Quality Assurance) program. This program shall include systematic inspection and testing of all work and materials during construction to assure the Owner and the County that the Contractor is providing work that is in conformance with the County-approved plans and specifications.

Quality Assurance sampling and testing will be done in accordance with the minimum sampling, testing, and inspection schedule shown in Table 106-1 and in accordance with the testing procedures in the CDOT Field Materials Manual. Testing and samples will be taken in the presence of the Construction Manager unless otherwise authorized.

All costs associated with Process Control (Quality Control) testing shall be paid for by the Contractor. No separate payment will be made for this work. It will be considered incidental to the appropriate item(s) of work which are being tested.

All failing tests shall be retested after the material has been reworked, modified, adjusted, or replaced by the Contractor. The Contractor will be required to remove and replace any work or materials that do not meet test requirements and/or specifications. The cost for repetitive failing tests may be deducted from monies due the Contractor.

Delete subsection 106.04 and replace with the following:

Personnel and laboratories performing hot mix asphalt testing shall be certified per the requirements of subsection 401.23. Personnel performing testing of soils or aggregates shall be NICET Level II, or WAQTC certified. Personnel conducting field testing of concrete must be ACI certified as a Concrete Field Testing Technician – Grade 1. Personnel conducting concrete laboratory strength tests shall be certified as ACI Laboratory Testing Technician – Grade 1 or ACI Concrete Strength Testing Technician.

In subsection 106.05, delete and replace with the following:

All Hot Mix Asphalt, except HMA(Patching) and temporary pavement shall be tested in accordance with Section 401.

In subsection 106.06, delete and replace with the following:

All Portland Cement Concrete Pavement shall be tested in accordance with Table 106-1.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>TYPE OF TEST</th>
<th>FREQUENCY</th>
<th>POINT OF SAMPLING</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>203 &amp; 206 – Embankment &amp; Backfill</td>
<td>In-Place Density</td>
<td>Roadways – 1 per 500 CY Curb, gutter, sidewalk – 1 per 300 LF Structures – 1 per 250 LF per lift w/ min. of 1 test per lift Trench – 1 per 500 LF per lift</td>
<td>In compacted fill. Structures - within 100 ft. of each side of structure</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Moisture – Density Curve Soil Classification Gradation Atterberg Limits</td>
<td>1 per soil type</td>
<td>From uncompacted fill or stockpile.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Water-Soluble Sulfate Ion</td>
<td>1 per source of imported material</td>
<td>From uncompacted fill or stockpile.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Water-Soluble Chloride Ion Resistivity pH</td>
<td>1 per source of imported material</td>
<td>Required for pipe backfill depending on pipe material type.</td>
</tr>
<tr>
<td>304 – Aggregate Base Course or Sub Base Course</td>
<td>In-Place Density</td>
<td>Roadways – 1 per 500 SY per lift Curb, gutter, sidewalk – 1 per 300 LF Fillets &amp; Pans – 1 per fillet and 1 per 75 LF of pan</td>
<td>In compacted fill.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Moisture-Density Curve LA Abrasion R-Value</td>
<td>1 per source</td>
<td>LA Abrasion required for Class 6 only when used as riding surface</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Gradation Atterberg Limits</td>
<td>1 per 1000 CY or fraction thereof on each Class.</td>
<td>Immediately after pugmill mixing or from windrow.</td>
</tr>
<tr>
<td>401 &amp; 403 – Hot Mix Asphalt</td>
<td>See Section 401</td>
<td>See Section 401</td>
<td>See Section 401</td>
<td></td>
</tr>
<tr>
<td>601 &amp; 608 – Structural &amp; Flatwork Concrete</td>
<td>Air Content Unit Weight Slump</td>
<td>1st three batches at beginning of day and then 1 per set of cylinders</td>
<td>Point of final discharge</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Compressive Strength</td>
<td>1 set of 5 cylinders per 50 CY of structural concrete 1 set of 5 cylinders per 500 SY of flatwork</td>
<td>Point of final discharge</td>
<td>Test 2 at 7 days and 3 at 28 days.</td>
</tr>
<tr>
<td>Shotcrete</td>
<td>Air Content</td>
<td>1st three batches at beginning of day and then 1 per 50 CY</td>
<td>Point of delivery</td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>-------------</td>
<td>----------------------------------------------------------</td>
<td>-------------------</td>
<td></td>
</tr>
<tr>
<td>Compressive Strength</td>
<td>1 per 50 CY with min. of 1 per day</td>
<td></td>
<td>3 cores tested at 28 days</td>
<td></td>
</tr>
</tbody>
</table>

Subsection 106.08 shall include the following:

When approved by the Construction Manager, the Contractor may stockpile and store materials and equipment within public right of way. Construction staging shall be located as designated by the Construction Manager. The Contractor shall be responsible for obtaining in writing, permission to use private property (not provided by Mesa County) for storage of materials and equipment. Copies of these agreements shall be submitted to the Construction Manager.

Delete subsection 106.11 Buy America Requirements.
REVISION OF SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

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

Subsection 107.02 shall include the following:

An exemption from all Sales Taxes (City, County and State) will be granted for all materials incorporated in the Work. The Contractor shall be responsible for making application to Mesa County Finance Director and the Revenue Department, State of Colorado and completing the necessary forms for exemption.

Delete Subsection 107.06 (a).

Subsection 107.07 shall include the following:

The Contractor shall notify all adjacent property Owners or residents of work, which will affect access to their property. This notification shall be made during the working day prior to the day the work is scheduled to take place. Notification may be either written or verbal, but should clearly indicate the work schedule and anticipated traffic restrictions and should provide names and phone numbers where a Contractor’s Representative and County Engineer will be readily available to answer questions.

Subsection 107.15 shall include the following after the first paragraph:

In the event a damage claim arises from the Contractors activities within the boundaries of the project, the Contractor shall conform to the following procedure:

1. The Contractor’s Representative shall be contacted as soon as possible by the Contractor’s work crew. The Contractor’s Representative shall immediately contact the Construction Manager.

2. The Contractor’s Representative shall recommend resolution of the matter in writing to the claimant with a copy to Construction Manager no more than 48 hours following the occurrence.

The Contractor shall purchase insurance as described in this section with the understanding minor claims are to be considered, as well as major claims.

Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interest of Contractor or Subcontractors in the Work to the extent of any deductible amounts that are provided in the subsection 107.15. If Contractor wishes property insurance coverage within the limits of such amount, Contractor may purchase and maintain it at his own expense.

Insurance is to be placed with insurers with a Best’s rating of no less than A:VII, unless pre-approved in writing by Owner.
If Owner has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with Section 107 on the basis of its not complying with the Contract Documents, Owner will notify Contractor in writing thereof within ten (10) days of the date of delivery of such certificates to Owner.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Mesa County.

In subsection 107.15; delete (a) through (h) and replace with the following:

The Contractor shall procure and continuously maintain during the term of this Contract, and for a period of two years after completion of the Contractor’s Work, insurance of the kinds and with the limits not less than the amounts shown below:

1. Workers’ Compensation and Employer’s Liability Coverage.
   Workers’ Compensation and Employer’s Liability, including Occupations Disease Coverage in accordance with the scope and limits as required by the State of Colorado, of: $100,000 each accident, $100,000 disease each employee; $500,000 disease policy.

2. Commercial General Liability (“Occurrence Form”)
   $1,000,000 combined single limit, per occurrence for bodily injury, personal injury and property damage.

3. Comprehensive Automotive Liability.
   $1,000,000 per accident bodily injury and property damage combined.

4. Excess Liability (“Umbrella Form”).
   $1,000,000 limit per occurrence; $1,000,000 aggregate.

The Contractor’s insurance policies shall be endorsed to include, for the benefit of Owner, a 30-day advance written notice of cancellation, non-renewal, or reduction in policy limits of liability by endorsement, and shall name Owner as an insured on the Commercial General Liability and Auto Liability policies. A Certificate of such insurance coverage naming Owner and each of their officials, officers, employees and agents as insured shall be supplied to Owner upon signing of this Contract. Failure to obtain or maintain such insurance shall constitute a breach of the Contract.

Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for Contractor. When the Contract requires the Contractor to provide services of a Professional Land Surveyor or Professional Engineer, the Contractor shall require these subcontractors to provide Professional Liability Insurance with minimum limits of liability of not less than $1,000,000 Each.
Claim and $1,000,000 Annual Aggregate. Contractor shall furnish subcontractors' certificates of insurance to the Owner immediately upon request.

Subsection 107.25(a) shall include the following:

8. Owner. The party that has overall control of the activities and that has funded the implementation of the construction plans and specifications. This is the party with ownership of, a long term lease of, or easements on the property on which the construction activity is occurring (e.g., Mesa County).

9. Operator. The party that has operational control over day-to-day activities at a project site which are necessary to ensure compliance with the permit. This party is authorized to direct individuals at a site to carry out activities required by the permit (e.g. the general contractor).

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

(c) *Stormwater Construction Permit.* A Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP) will be obtained from the Colorado Department of Public Health and Environment (CDPHE) by the Contractor for any project work that disturbs at least 1 acre of land. For County-contracted projects, the permit will clearly indicate that the Contractor (as Operator) and Mesa County Public Works (as Owner) will be co-permitees. For development projects, the Developer will be shown as the Owner and co-permittee.

The Contractor shall be legally required to also obtain all other permits associated with specific activities within or outside of the right of way, such as borrow pits, concrete or asphalt plant sites, waste disposal sites, or other facilities. Staging areas within a ¹⁄₄ mile, but not within the right of way shall be considered a common plan of development and permits for these facilities require permitting in the Contractor’s name as Owner and Operator. These permits include local agency, federal, or other stormwater permits. It is the Contractor’s responsibility to obtain these permits. The Contractor shall consult with the Engineer and contact the CDPHE or other appropriate federal, state, or local agency to determine the need for any permit.

The Contractor shall provide a copy of the CDPS-SCP permit certification to the Engineer prior to or at the Pre-construction Conference. No work shall begin until the CDPS-SCP permit has been approved by CDPHE, unless otherwise directed by the Engineer. A copy of the permit and application to obtain a permit shall be placed in the project SWMP.

To initiate partial acceptance of the stormwater construction work (including seeding and planting required for erosion control), the Contractor shall request in writing a Stormwater Completion Walkthrough. The Engineer will set up the walkthrough and will include: the Engineer or designated representative, Superintendent or designated representative, Stormwater Management Plan (SWMP) Administrator, and the Mesa County Regulatory Programs Manager. Unsatisfactory and incomplete erosion control work will be identified in this walkthrough, and will be summarized by the Engineer in a punch list.

Upon completion of all punchlist items shown, the Contractor shall submit the completed
Punch List to the Engineer for review. Upon written approval of the Punch List, the Contractor shall submit the “Application for Transfer of Ownership for All Permits, Certifications and Authorizations” to the CDPHE requesting transfer of Operator permittee of the CDPS-SCP to the Owner.

Until the transfer of the permit has been approved by the CDPHE, the Contractor shall continue to adhere to all permit and contract requirements. Requirements shall include erosion control inspections, Control Measure installation, Control Measure maintenance, Control Measure repair, including seeded areas, and temporary Control Measure removal. All documentation shall be submitted to the Engineer and placed in the SWMP notebook.

All costs associated with the Contractor applying for, holding, and transferring the CDPS-SCP permit between parties will not be measured and paid for separately, but shall be included in the work in accordance with subsection 107.02.
Section 108 of the Standard Specifications is hereby revised for this project as follows:

In subsection 108.01, first paragraph, delete the first and second sentence and replace with the following:

The Contractor shall not sublet, sell, transfer, assign or dispose of the Contract or Contracts without the prior express written consent of the Owners, and any attempt to sublet, sell, transfer, or assign the Contract without prior express written consent of the Owners shall render the Contract null and void with respect to the attempted sublettee, purchaser, transferee or assignee.

Subsection 108.01 second paragraph, delete first sentence of second paragraph and replace with the following:

If the Contractor is allowed to sublet a portion of the Contract, the Contractor’s organization shall perform Work amounting to 30 percent or more of the total Contract cost.

Subsection 108.02, delete the last sentence of the paragraph and replace with the following:

The Contractor shall commence work under the Contract within ten (10) calendar days after the date of the Notice to Proceed, unless otherwise agreed to by the Construction Manager.

Subsection 108.03 shall include the following prior to first sentence:

At least three (3) working days prior to the Pre-construction Conference, the Contractor shall submit to the Construction Manager for review, a tentative construction schedule and detailed traffic control plan.

Subsection 108.03(b), delete the first paragraph and replace with the following:

A Gantt chart schedule is allowed on all projects unless a CPM schedule noted otherwise in the Project Special Provisions.

Delete subsections 108.03(c) and (f).

Delete subsection 108.04.

Subsection 108.08, delete the third sentence of the second paragraph.

Subsection 108.08 (a), delete the first paragraph.

Delete subsection 108.10 and replace with the following:
108.10 Default of Contract.

(a) Upon the occurrence of any one or more of the following events:

(1) if Contractor is adjudged as bankrupt or becomes insolvent;

(2) if Contractor makes a general assignment for the benefit of creditors;

(3) if a trustee or receiver is appointed for Contractor or for any of Contractor’s property;

(4) if Contractor files a petition to take advantage of any debtor’s act, or to reorganize under the bankruptcy or similar laws;

(5) if Contractor fails to supply sufficient skilled workmen or suitable materials or equipment;

(6) if Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment;

(7) if Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

(8) if Contractor disregards the authority of any authorized Owner Representative; or

(9) if Contractor otherwise violates in any way any provision of the Contract Documents,

Owner may, after giving Contractor and his Surety seven (7) days’ written notice, terminate the services of Contractor. Once the notice is served, the Construction Manager may immediately exclude Contractor from site and take possession of the Work. Following the seven (7) days, the Owner may also take possession of all Contractor’s tools, appliances, construction equipment and machinery at the 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 Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Construction Manager and incorporated in a Change Order, but in finishing the Work, Owner shall not be required to obtain the lowest figure for the Work performed.

Where Contractor’s services have been so terminated by Owner, the termination shall not affect any right of Owner against Contractor then existing or which may thereafter
accrue. Any retention of payment of monies due Contractor by Owner will not release Contractor from liability.
REVISION OF SECTION 109
MEASUREMENT AND PAYMENT

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

Add the following to subsection 109.02 Scope of Payment.

    The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.

Delete subsection 109.04 and replace with the following:

109.04 Compensation for Changes and Cost of Work. The Construction Manager may authorize, with concurrence of the County, minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on the Owner and the Contractor who shall perform the change promptly. If the Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefore as provided in subsections 105.22.

Additional Work performed without authorization of a Change Order will not entitle Contractor to an increase in the Contractor Price or an extension of the Contract Time, except in the case of an emergency as provided in subsection 107.17 and as provided in the previous paragraph.

Owner shall execute appropriate Change Orders prepared by the Construction Manager covering changes in the Work which are required by Owner, or required because of unforeseen physical conditions or emergencies, or because of uncovered Work found not to be defective as provided in subsection 105.16, or because of any other claim of Contractor for a change in the Contract Time or the Contract Price which is recommended by Construction Manager.

The value of any Work covered by a Field Order, Change Order, or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

(a) Where the Work involved is covered by unit prices for the same class Work contained in the Contract Documents, by application of unit prices to quantities of the items involved (subject to the provisions subsection 104.02(c)).

(b) By agreed to unit prices.

(c) By mutual acceptance of a lump sum.
(d) On the basis of the Cost of Work (determined as provided in paragraphs (a) to (c) below) plus a Contractor’s Fee for overhead and profit (determined as provided in paragraph (d) below). Cost of Work shall only be used where there are not applicable contract unit prices and a lump sum cannot be mutually agreed upon.

The term Cost of the Work means a sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in paragraph (b) below:

(a) Direct Costs include the following:

(1) Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under the schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by the Owner.

(2) Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer’s field services required in connection therewith. All cash discounts shall accrue to Contractor with which to make payments, in which case the cash discounts shall accrue to Owner and Contractor shall make provisions so that they may be obtained.

(3) Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Construction Manager, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to Construction Manager who will then determine which bids will be accepted. If a Subcontractor provides that a Subcontractor is to be paid on the basis of Cost of the Work, Plus a Fee, the Subcontractor’s Cost of the Work shall be determined in the same manner as Contractor’s cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

(4) Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

(b) Supplemental costs including the following:

(1) The proportion of necessary transportation, travel and subsistence expenses at the standard rate of the Owner for Contractor’s employees incurred in discharge of duties connected with the Work.
(2) Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental agreements.

(3) Construction equipment and machinery rented from Contractor or Subcontractor shall be paid for at the rates furnished by Contractor prior to beginning construction. The rental of any such equipment, machinery or parts shall cease immediately when the use thereof is no longer necessary for the Work.

(4) Cost of premiums for additional Bonds and insurance required because of changes in the Work.

(c) The term Cost of the Work shall not include any of the following:

(1) Payroll costs and other compensation of Contractor’s officers, executives, principals (of partnership and sole proprietorships), general managers, project managers, engineers, architects, estimators, lawyers, auditors, accountants, and purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in direct costs subparagraph (1) above, all of which are to be considered administrative costs covered by the Contractor’s Fee.

(2) Expenses of Contractor’s principal and branch offices other than Contractor’s office at the site.

(3) Any part of Contractor’s capital expenses, including interest on Contractor’s capital employed for the Work and charges against Contractor for delinquent payments.

(4) Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

(5) Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

(6) Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in subparagraph (a).

(d) The Contractor’s Fee allowed to Contractor for overhead and profit shall be determined as follows:

(1) A mutually acceptable fixed fee; or if none can be agreed upon:
(2) A fee based on the following percentages of the various portions of the Cost of the Work:

(i) for costs incurred under subparagraphs 1 and 2 in (a), the Contractor’s Fee shall be ten (10) percent,

(ii) for costs incurred under subparagraph 3 in (a), the Contractor’s Fee shall be five (5) percent; and if a subcontract is on the basis of Cost of Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten (10) percent, and

(iii) no fee shall be payable on the basis of costs itemized under subparagraphs 4 of (a), and subsection (b).

(e) Contractor Credits:

The amount of credit to be allowed by Contractor to Owner for such change, which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

(f) Whenever the Cost of Work is to be determined pursuant to paragraphs (a) and (b), Contractor will submit in form acceptable to Construction Manager an itemized cost breakdown together with supporting data.

Delete subsection 109.06 and replace with the following:

109.06 Progress Payments. At least ten (10) days prior to submitting the first Application for a progress payment, Contractor shall submit to Construction Manager a progress schedule, and a final schedule of values of the Work. These schedules shall be satisfactory in form and substance to Construction Manager. The Schedule of Values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the Schedule of Values by Construction Manager, it shall be incorporated into a form of Application for Payment acceptable to Construction Manager.

At least ten (10) days before each progress payment falls due (but not more than once a month), Contractor shall submit to Construction Manager for review, an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as Construction Manager may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to Construction Manager, as will establish Owner’s title to the material and equipment and protect Owner’s interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of Contractor stating that all previous
June 20, 2019

progress payments received on account of the Work have been applied to discharge in full all of Contractor’s obligations reflected in prior Application for Payment. The amount retained with respect to progress payments will be as stipulated in the Agreement.

Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests, and encumbrances (hereafter in these Project Special Provisions referred to as “Liens”).

The Construction Manager will, within fifteen (15) days after receipt of each Application of Payment, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating Construction Manager’s reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. Owner shall, within fifteen (15) days of presentation to him of the Application for Payment with Construction Manager’s recommendation of payment, pay Contractor the amount recommended.

Construction Manager’s recommendation of any payment request in an Application for Payment will constitute a representation to the Owner, based on on-site observations of the Work in progress. Review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Construction Manager’s knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation) and that Contractor is entitled to payment of the amount recommended.

However, by recommending any such payment, Construction Manager will not thereby be deemed to have represented that exhaustive or continuous on-site observations have been made to check the quality or the quantity of the Work, or that the means, methods, techniques, sequences and procedures of construction have been reviewed or that any examination has been made to ascertain how or for what purpose Contractor has used the monies paid or to be paid to Contractor on account of the Contract Price, or that title to any Work, materials or equipment has passed to Owner free and clear of any Liens.

Construction Manager may refuse to recommend the whole or any part of the payment if, in his opinion, it would be incorrect to make such representations to Owner. He may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in Construction Manager’s opinion to protect Owner from loss because:

(a) The Work is defective, or completed Work has been damaged requiring correction or replacement;

(b) Written claims have been made against Owner or Liens have been filed in connection with the Work;
(c) The Contract Price has been reduced because of Modifications;

(d) Owner has been required to correct defective Work or to complete the Work in accordance with subsection 105.17;

(e) of Contractor’s unsatisfactory prosecution of the Work in accordance with the Contract Documents;

(f) Contractor’s failure to make payment to Subcontractors, or for labor, material or equipment;

(g) or any other statutory reason.

Delete subsection 109.09 and replace with the following:

109.09 Acceptance and Final Payment. Within 30 calendar days after substantial completion of the project, the contractor shall submit to Owner:

-A letter signed by the contractor certifying that all material incorporated into the project met or exceeded project requirements/specifications.

-A letter signed and stamped by a professional engineer in the State of Colorado certifying that all the required materials testing was completed as per testing schedule and that all material incorporated into the project met minimum standards.

-The as built markup plan set submitted and stamped by a PLS licensed in the State of Colorado.

Final Payment and Retainage will not be released until these documents have been submitted and approved by Construction Manager.

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

After Contractor has completed all corrections on the list of items attached to the Substantial Completion certificate as stated in 105.21(b) to the satisfaction of Construction Manager, and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents, and after Construction Manager has indicated that the Work is acceptable (subject to the provisions of the waiver of claims), Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as Owner may reasonably require, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in
connection with the Work. In lieu thereof and as approved by Owner, Contractor may furnish receipts or a release in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment.

Prior to submitting final Application for Payment, however, the Work shall be inspected, Certificate of Substantial Completion shall be issued, and all items listed thereon shall be completed or corrected to the satisfaction of all parties. The making and acceptance of final payment shall constitute:

A waiver of all claims by Owner against Contractor, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by Owner of any rights in respect to Contractor’s continuing obligations under the Contract Documents; and, a waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.
The 2017 Standard Specifications for Road and Bridge Construction controls construction of this project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans. When specifications or special provisions contain both English units and SI units, the English units apply and are the specification Requirement.

### MESA COUNTY SPECIAL PROVISIONS (MC)
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SPECIAL CONDITIONS

1. PROJECT DESCRIPTION - The project consists of demolishing and replacing the existing MESA-16-Q.5 bridge spanning the Government Highline Canal with a new structure with an outlet width of 60ft, improving 16 Road geometry and replacing any damaged canal lining in kind.

2. COMMENCEMENT AND COMPLETION – The Contractor shall commence work under the Contract on or before the 10th day following the issuance of the “Notice to Proceed”, unless such time for beginning the work is changed by the Construction Manager. The Contractor shall complete all work excepting paving and asphalt striping by March 31 in accordance with the “Notice to Proceed.”. Paving and striping work shall be completed within 15 working days of asphalt plant opening. Work cannot commence until water is out of the canal.

3. SCHEDULING/SEQUENCING REQUIREMENTS – The Contractor shall phase all work to minimize impacts to traffic and neighboring properties. The Contractor shall complete all work which affects any mode of traffic in a timely manner, and maintain access to the adjacent residences and the maintenance roads to the Government Highline canal system. The Contractor shall work diligently from the time an existing area is first disturbed to completion.

4. PROJECT MANAGEMENT - The Construction Manager responsible for the administration of the construction for the Project is Laura Page, PE, who can be reached at (970) 255-5031 or laura.page@mesacounty.us. After award of the contract, all project notices, letters, submittals, and other communications directed to the Construction Manager shall be addressed and mailed or delivered to:

Laura Page, P.E.
Mesa County Public Works
200 South Spruce St.
Grand Junction, CO 81501

5. PROJECT MEETINGS – Unless otherwise agreed to by the Construction Manager, Contractor will be required to attend and conduct weekly project meetings either at the job site or at the County offices. Contractor will coordinate attendance of any subcontractors scheduled to be involved in the work within the coming weeks along with any utilities or other companies or personnel. Contractor will be required to submit an updated weekly planning schedule in accordance with subsection 108.03(h).

6. PERMITS – It is the responsibility of the contractor to abide by all applicable Federal, State and Local permits and codes. The contractor shall thoroughly acquaint himself with the details of each before beginning work. The following permits may be necessary depending upon construction means and methods and shall be secured by the contractor prior to construction, if necessary:

a. Mesa County Surface Alternation Permit
b. CDPHE-CDPS Stormwater Permit
REVISION OF SECTION 102
BIDDING REQUIREMENTS AND CONDITIONS

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

102.05 Examination of Plans, Specifications, Special Provisions, and Site of Work.

Add the following:

1. The “Geotechnical and Pavement Investigation Report Mesa-16-Q.5 Bridge Replacement” by Yeh and Associates, Inc. dated March 25, 2019 is available from the County for reference upon request.

2. The “Final Drainage Report for Mesa-16-Q.5 Bridge Replacement Project” by Wohnrade Civil Engineers dated February 5, 2019 is available from the County for reference upon request.
REVISION OF SECTION 104

SCOPE OF WORK

Section 104 of the Standard Specifications is hereby revised for this project as follows:

In subsection 104.04 replace item (a) with the following:

This work shall consist of establishing, maintaining and removing the temporary detour to the general alignment and grades as shown on the plans as directed by the Engineer.

The contractor shall construct the temporary detour to the lines and grades as shown on the construction plans. Detour surfacing material shall be compacted 5” ABC (Class 6). Contractor shall maintain a detour cross section of minimum 11ft wide lanes and 2ft shoulders for the duration of use. Where temporary barriers are used, a maximum 3:1 stable temporary slope from the point of slope selection as shown on the plans shall be maintained. Where temporary barriers are not used a maximum 4:1 stable temporary slope shall be maintained.

Temporary detour will not be measured but will be paid for on a lump sum basis. Payment for temporary detour will be the contract lump sum bid and will be full compensation for all materials and work necessary to complete, maintain and remove the detour.
REVISION OF SECTION 105
CONTROL OF WORK

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

105.11 Cooperation with Utilities.

Add the following:

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

Known utilities within the limits of this project are:

- Overhead power lines crossing the canal and poles to be relocated by others as necessary
  - Grand Valley Power
    Perry Rupp
    (970) 242-0040
    prupp@gvp.org

- Underground high-pressure gas line at southern limits of project
  - Xcel Energy
    Mike Nelson
    mike.nelson@xcelenergy.com

- Highline Canal
  - Grand Valley Water Users Association
    Mark Harris
    (970) 242-5065
    mharris@gvwua.com

The Contractor shall keep each utility company advised of any work being done near its facility.

The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavation or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days, not including the day of notification, prior to commencing such operations. The Contractor shall contact the Utility Notification Center of Colorado (UNCC) at 811 (or 1-800-922-1987) to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavating or grading.

The Contractor shall be required to meet with each utility owner impacted by the work in advance of any construction operations to coordinate required utility work with the construction activity. Coordination with utility owners includes, but is not limited to, providing and periodically updating an accurate construction schedule that includes all utility work elements. Surveying and/or staking of utility relocations to be performed by the owner shall be the responsibility of the owner.
The Contractor shall provide traffic control for any utility work expected to be coordinated with construction operations as directed by the Engineer. However, traffic control for utility work outside of typical project work hours or outside of project limits shall be the responsibility of the utility owner. The Contractor shall be compensated for traffic control as per the bid items for traffic control as established on this project.

All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the work.
Section 108 of the Standard Specifications is hereby revised for this project as follows:

108.03 Project Schedule.

Add the following:

The Contractor shall phase the work daily so that no open trenches are left overnight. The Contractor shall include the phasing plan with the project schedule with updates as the work progresses.

All construction shall be within existing right-of-way or easements. No construction will be allowed on private property without a written agreement from the landowner. The Contractor shall provide a copy of the written agreement to the Construction Manager prior to commencement of work on private property.

Salient features to be shown on the Contractor's Progress Schedule are:

1. Canal water shutdown
2. Notice to Proceed
3. Mobilization
4. Submittals
5. Detour construction
6. Demolition of existing bridge and roadway
7. Installation of new bridge, roadway and drainage appurtenances
8. Removal of detour and replacement of canal lining
9. Canal water turned back on
10. Asphalt plants fired up
11. Paving and striping of new road
12. Site Restoration and Cleaning
13. Punch List
REVISION OF SECTION 109
MEASUREMENT AND PAYMENT

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


Add the following:

Mesa County's estimate for force account items shall be included in the Contract and in the Proposal. Force Account work shall be performed as directed by the Construction Manager. Force Account work may only be performed after a Field Order has been signed and executed.

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

Payment will be made under the following pay item:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Force Account</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>$150,000</td>
<td></td>
</tr>
</tbody>
</table>
REVISION OF SECTION 201
CLEARING AND GRUBBING

Section 201 of the Standard Specifications is hereby revised for this project as follows:

Subsection 201.01 shall include the following:

Three Colorado Department of Agriculture-listed List B species were observed within and adjacent to the project area including Russian Knapweed, Jointed Goatgrass, and Tamarisk. The locations for knapweed and goatgrass are generally scattered throughout the project area; tamarisk is present in drains and ditches. Other List C species are present. Of these, only puncturevine (goatshead) is a B-listed species for Mesa County.

In subsection 201.02 between the 3rd and 4th paragraphs add the following:

Two full days (48 hours) prior to clearing and grubbing contractor shall spray the project area to extents of clearing and grubbing with Roundup (Glyphosate) per direction of the engineer.

In subsection 201.4 add the following pay item:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Noxious Weed Abatement</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>
REVISION OF SECTION 202
REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.03 shall include the following:

All signs removed from the project shall remain the property of Mesa County and be returned to the County as directed by the Engineer.

Cattle guard removed from the project shall be returned to the owner, as directed by the Engineer.

In subsection 202.06 replace the 1st paragraph with the following:

Upon completion of the project, the Contractor shall remove all detour materials and return all affected areas to its original condition and the acceptance of the Bureau of Reclamation and Grand Valley Water Users Association. Materials removed and not designated in the Contract to be salvaged or incorporated into the work shall become property of the Contractor, and removed and disposed of in accordance with the Contract.

Subsection 202.09 shall include the following:

The Contractor shall take possession of approximately 295 tons of the Reclaimed Asphalt Pavement (RAP) millings removed from the existing asphalt mat on this project. Mesa County will retain approximately 345 tons of RAP millings.

The RAP millings that the Contractor will retain on-site shall be processed to meet gradation requirements of CDOT table 703-3 and placed as indicated on the plans. Recycled asphalt millings shall be installed with a maximum 3 inch lift, with each lift compacted by a minimum 3 passes of a roller compactor. Final cross section shall be a minimum of 5 inch thick and conform to grades as indicated on the plans.

The RAP millings that Mesa County will retain shall be hauled and spread at the following location(s):

Haul and spread asphalt millings removed from project as directed by County District A Manager Dave Livingston (970-640-0167) to 14 Road North of Q Road

Subsection 202.11 shall include the following:

Removal & disposal of canal liner shall be included in the cost of the liner replacement.

In subsection 202.12 add the following to the end of the section:

Unless otherwise specified in the Contract, the disposal and hauling of the RAP millings to other locations or its use on the project or at other locations will not be measured and paid for separately, but shall be included in the work.
REVISION OF SECTION 203
EXCAVATION AND EMBANKMENT

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

Revise first sentence of subsection 203.02(d) Rock Excavation to state:

“Rock Excavation shall consist of igneous, metamorphic, and sedimentary rock which cannot be excavated without blasting or with the use of rippers, including all boulders or other detached stones having a volume of three (3) cubic yard or more.”

Subsection 203.03 Embankment Material shall include the following:

“Embankment material shall have a Resistance Value of at least 40 when tested by the Hveem Stabilometer.”

Subsection 203.04 General shall include the following:

“After completion of clear & grubbing operations, the Contractor will verify the accuracy of the original design cross-sections of all excavation and embankment areas. Any suspected discrepancies in the Contract shall be brought to the Construction Manager’s attention in accordance with subsections 104.02 and 105.22.

Vertical cuts and fills greater than 3 inches resulting from construction operations, including planning, adjacent to traffic lanes, shall be temporarily sloped at a 3:1 or flatter slope and delineated at 50-foot intervals immediately after grading or removal operations in order to safeguard the traveling public.”

Delete Subsection 203.05(c) Unsuitable Material and replace as follows:

“203.05(c) Unsuitable Material. Unsuitable materials encountered in the subgrade, roadway, or embankment foundation that are determined to be detrimental to the roadway or embankment shall be removed to the depth and extents directed by the Engineer. The excavated area shall be backfilled to the finished graded section with Class 3 fill.”

Subsection 203.05(f) Potholing shall include the following:

“Potholing excavation work shall be performed utilizing hydrovac equipment capable of reaching the required depths necessary to expose buried utility lines located throughout the project. Equipment shall be capable of removing gravel and cobble up to 6” in diameter. The truck shall be capable of containing a sufficient amount of water needed for the work activity as well as any slurry generated for disposal at a location to be determined by the Contractor. Slurry will not be disposed of within the highway right-of-way unless approved by the Construction Manager. All potholing methods and locations shall be preapproved by the Construction Manager. Any potholing that has not been approved by the Construction Manager shall be at the Contractor’s expense.

Contractor shall be responsible for marking, measuring and documenting the elevation and offset of all located utilities during potholing. All utility locate data shall be submitted to the Engineer no later than one working day after the utility has been located. Upon completion of documentation of existing utilities,
potholes shall be backfilled with round ¼” minus pea gravel. Surface material shall be replaced to match existing type and thickness. Backfilling of the potholes will also not be measured and paid for separately but shall be included in the cost of the work.”

The following shall be added to the end of the first paragraph of Subsection 203.11:

“Claims for additional quantities based upon discrepancies in the Contract will not be allowed without the Contractor providing detailed survey and volume calculations showing conditions after clear & grubbing and then again after finish embankment and excavation.

The costs associated with the removal and replacement of material to meet benching requirements shall be considered incidental to the work.”

Subsection 203.11(e) Potholing shall include the following:

“Measuring, recording and documenting of utility locations shall not be measured and paid for separately but shall be included in the cost of the work. Backfilling of the potholes will also not be measured and paid for separately but shall be included in the cost of the work. “

The following shall be added to Subsection 203.11:

“(g) Unsuitable Materials. The quantity measured under Unsuitable Materials will be the area and depth designated by the Construction Manager, excluding any benching required. Contractor is to provide survey and volume calculations of approved material removed.”

Delete Subsection 203.11(f) Proof Rolling and the Pay item “Proof Rolling” in Subsection 203.12 and replace as follows:

“203.11(f) Proof Rolling. Proof Rolling will not be measured and paid for separately, but shall be incidental to the work.”

The following shall be added to Subsection 203.12:

“Excavated materials may require multiple handling prior to final placement. There shall be no additional payment for multiple handling.”
REVISION OF SECTION 206
EXCAVATION AND BACKFILL FOR STRUCTURES

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

Subsection 206.01 shall include the following:

The work of this section consists of controlling groundwater and storm flows during construction.

Subsection 206.03 Structure Excavation and Structure Backfill shall include the following:

The Contractor shall provide suitable equipment and labor to remove water, and shall keep the excavation dewatered so that construction can be carried on under dry conditions where required by the Contract Drawings and Specifications. Water control shall be accomplished such that no damage is done to adjacent banks or structures. The Contractor is responsible for investigating and familiarizing himself with all site conditions that may affect the work, including surface water, level of groundwater and the time of year the work is to be done. All excavations made as part of dewatering operations shall be backfilled with the same type material as was removed and compacted as required.

The Contractor shall install adequate measures to maintain the level of groundwater below the foundation subgrade elevation and maintain sufficient bearing capacity for structures, pipelines, earthwork, and rock work. Such measures may include, but are not limited to, installation of perimeter subdrains, pumping from drilled holes or by pumping from sumps excavated below the subgrade elevation. Groundwater levels may fluctuate. The foundation bearing surfaces are to be kept dewatered and stable until the structures or other types of work are complete and backfilled. Disturbance of foundation subgrade by Contractor operations shall not be considered as originally unsuitable foundation subgrade and shall be repaired at Contractor's cost. The Contractor shall coordinate ground water control measures with surface water diversions since the effectiveness of groundwater control will often depend on the amount of surface water infiltration allowed by the diversion system.

The Contractor shall coordinate, evaluate, design, construct, and maintain temporary water diversion systems. These systems shall not worsen flooding, alter major flow paths, or worsen normal flow characteristics during construction. The Contractor is responsible to ensure that any such worsening of flooding does not occur. The Contractor shall, at all times, maintain a flow channel or route for the drainage way. Temporary structures such as berms, sandbags, pipeline diversions, etc. shall be permitted for the control of flow, as long as such measures are not a major obstruction to flood flows, do not worsen flooding, or alter historic flow routes. Existing trees and vegetation shall be preserved when not designated for removal. The Contractor shall conduct their operation in such a manner that storm waters may proceed uninterrupted along the drainage courses.

Structure backfill (flow-fill) may be used to backfill utility trenches, manholes and other structures and excavations. Flow-fill shall not be placed around the bottom half of pipes or structures that could be displaced or damaged by the buoyant forces of the flow-fill. Bleed water shall be drained off or otherwise removed from the surface before additional layers of backfill are placed.
Subsection 206.06 shall include the following:

Claims for additional quantities based upon discrepancies in the Contract will not be allowed without the Contractor providing the necessary surveyed cross-sections included in Section 203 completed prior to the start of, and at completion of, excavation and fill operations.

Unless otherwise provided for in the Bid Schedule, structure excavation, structure backfill, bed course material, filter material, and haul and disposal of excess or unsuitable excavated material will not be measured or paid for separately, but shall be included in the Work.

Subsection 206.07 shall include the following:

The necessary dewatering and temporary water diversion work as described above will not be paid separately but shall be incidental to the work being performed.
REVISION OF SECTION 207
TOPSOIL

Section 207 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 207.04 and replace with the following:

Topsoil and wetland topsoil salvaged from the roadway or other project excavations and placed in stockpiles or windrows to be reused on the project will be measured and paid for as Topsoil or Wetland Topsoil. No separate or additional payment will be made for stockpiling or windrowing topsoil.

If there is not sufficient quantity of existing topsoil on the project to cover areas designated for topsoil, Contractor shall provide imported topsoil to supplement existing topsoil. This quantity will be measured and paid for as Topsoil or Wetland Topsoil.
REVISION OF SECTION 208
EROSION CONTROL (over 1 acre disturbed)

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

Subsection 208.01 shall include the following:

The Contractor shall be responsible for submitting and obtaining the Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP) from the Colorado Department of Public Health and Environment (CDPHE) as specified in subsection 107.25(c) prior to the start of any construction activities. If project is located within the MS4 urbanized boundary, the Contractor shall also obtain a permit from the 5-2-1 Drainage Authority.

Any stormwater management plan (SWMP) sheets provided in the plan set show the required control measures needed to achieve final stabilization and reflect the minimum temporary control measures needed during construction. For the duration of the project and the CDPS-SCP, the Contractor will be responsible for the implementation and evolution of the SWMP. Modifications to the SWMP due to Contractors methods and means shall be prepared by Contractor and reviewed by the County.

Subsection 208.02 shall be revised as follows:

The erosion control material approval process included in the first paragraph is not required except for CDOT Local Agency funded projects. Materials shall still meet the requirements shown in the section.

In subsection 208.03, delete the first and second paragraphs and replace with the following:

Prior to construction, or during the Pre-Construction Conference, the Engineer, Superintendent, Contractor’s Stormwater Management Plan (SWMP) Administrator, and Mesa County shall discuss the CDPS-SCP requirements, the SWMP, any sensitive habitats on site, wetlands, other vegetation to be protected, and the enforcement mechanism for not meeting the requirements of this specification.

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

(c) Erosion Control Management (ECM). Erosion Control Management for this site shall consist of erosion control inspection and the administration of the Stormwater Management Plan (SWMP). The Contractor shall assign to the project an individual to serve in the capacity of SWMP Administrator, which is equivalent to the SCP Qualified Stormwater Manager. These duties may be assumed by the Superintendent. The SWMP Administrator shall have working knowledge and experience in construction and have successfully completed the Transportation Erosion Control Supervisor Certification (TECS) training provided by CDOT, or an approved equivalent. Erosion control inspection personnel shall also be TECS certified, or approved equivalent. Proof that this requirement has been met shall be submitted to the Engineer prior to start of work. Site inspections shall be conducted in accordance with the CDPS-SCP, using County approved forms, and with one of the following minimum frequencies:

(1) At least one inspection every 7 calendar days. Or,

(2) At least one inspection every 14 calendar days, if post-storm event inspections are conducted within 24 hours after the end of any precipitation or snowmelt event that caused surface erosion. Post-storm inspections may be used to fulfill the 14-day routine inspection requirement.

Inspections are not required at sites when construction activities are temporarily halted, when snow cover exists over the entire site and melting conditions do not pose a risk of surface erosion. This exception shall be applicable only during the period where melting conditions do not exist. The Contractor shall document in the
The SWMP Administrator shall:

1. Review the construction site for compliance with the CDPS-SCP, Project specifications, and the SWMP.

2. Amend the SWMP whenever there are additions, deletions, or changes to Control Measures. SWMP revisions shall be recorded immediately. A notation must be included in the SWMP that identifies the date of the site change, the control measure removed, or modified, the location(s) of those control measures, and any changes to the control measure(s). Specifically, amendments shall include the following:
   1. A change in design, construction, operation, or maintenance of the site which would require the implementation of new or revised Control Measures;
   2. Changes when the SWMP proves to be ineffective in controlling pollutants in stormwater runoff in compliance with permit conditions;
   3. Control Measures identified in the SMWP are no longer necessary and are removed; and
   4. Corrective actions are taken onsite that result in a change to the SWMP.

3. Start a new site map before the current one becomes illegible. All site maps shall remain in the SWMP.

4. Document all inspection and maintenance activities. The SWMP and documentation shall be kept on the project site.

5. When add or revising Control Measures on the SWMP, add a narrative explaining what, when, where, why, and how the Control Measure is being used. If using existing topography, vegetation, etc. as a Control Measure, label it as such on the SWMP map.

6. Implement necessary actions to reduce anticipated or presently existing water quality or erosion problems resulting from construction activities.

7. Update the potential pollutants list in the SWMP and Spill Response Plan throughout construction.

8. Inspect and record the stormwater management system and maintenance activities in accordance with the permit requirements.

9. Follow all other agency Stormwater requirements and inspections unless a waiver or other agreement has been made.

10. Immediately report to the CDPHE, in accordance with Part II.L.6 of the CDPS-SCP, and the County the following instances of noncompliance:
   (i) Circumstances leading to any noncompliance which may endanger health or the environment regardless of the cause of the incident;
   (ii) Circumstances leading to any unanticipated bypass which exceeds any effluent limitations in accordance with the CDPS-SCP;
   (iii) Circumstances leading to any upset which causes an exceedance of any effluent limitations in accordance with the CDPS-SCP;
   (iv) Daily maximum violations for any of the pollutants limited by the permit. This includes any toxic pollutant or hazardous substance or oil which may cause pollution of waters of the State.

11. Document spills, leaks, or overflows that result in the discharge of pollutants and record the time and date, weather conditions, reasons for the spill, and how it was remediated.

Delete 208.03(d) and replace with the following:

(d) Documentation Available on the Project. The SWMP Administrator shall provide the following Contract documents and references available in one location on the project during construction. The Engineer will
initially provide the documentation for the first four items (one through four) as listed below. The Contractor shall provide the contents required for items (5) through (12), plus any revisions needed for items (1) through (4). The documents shall be kept in a single notebook or available electronically.

(1) SWMP Plan Sheets – Notes, tabulation, site description which includes, at a minimum, the following:
   1. The nature of the construction activity at the site;
   2. The proposed schedule for the sequence for major construction activities and the planned implementation of control measures for each phase (e.g.: clearing, grading, utilities, vertical, etc.);
   3. Estimates of the total acreage of the site, and the acreage expected to be disturbed by clearing, excavation, grading, or any other construction activities;
   4. A summary of any existing data used in the development of the construction site plans or SWMP that describe the soil or existing potential for soil erosion;
   5. A description of the percent of existing vegetative ground cover relative to the entire site and the method for determining the percentage;
   6. A description of any allowable non-stormwater discharges at the site, including those being discharged under a division low risk discharge guidance policy;
   7. A description of areas receiving discharge from the site, including a description of the immediate source receiving the discharge. If the stormwater discharge is to a municipal separate storm sewer system, include the name of the entity owning that system, the location of the storm sewer discharge, and the ultimate receiving water(s);
   8. A description of all stream crossings located within the construction site boundary.

(2) Site Map and Plan Title Sheet - minimum requirements to be shown on the site map:
   (a) Construction site boundaries;
   (b) Flow arrows that depict stormwater flow directions on-site and runoff direction;
   (c) All areas of ground disturbance including areas of borrow and fill;
   (d) Areas used for storage of soil;
   (e) Locations of all waste accumulation areas, including areas for liquid, concrete, masonry, and asphalt;
   (f) Locations of dedicated asphalt, concrete batch plants and masonry mixing stations;
   (g) Locations of all structural control measures;
   (h) Locations of all non-structural control measures;
   (i) Locations of all springs, streams, wetlands and other state waters, including areas that require pre-existing vegetation be maintained within 50 feet of a receiving water, where determined feasible in accordance with the permit; and
   (j) Locations of all stream crossings located within the construction site boundary.

(3) Implementation of Control Measures – Design specifications and details that contain information on the implementation of the control measure in accordance with good engineering, hydrologic and pollution control practices; including as applicable drawings, dimensions, installation information, materials, implementation processes, control measure-specific inspection expectations, and maintenance requirements.

(4) Final Stabilization and Long Term Stormwater Management Plan Sheets – describe the practices used to achieve the final stabilization of all disturbed areas at the site and any planned practices to control pollutants in stormwater discharges that will occur after construction operations are completed.

(5) Photographs Documenting Existing Vegetation – Project photographs documenting existing vegetation prior to construction commencing shall be time stamped and shall be noted with a description of location where the photograph was taken.
Delete subsection 208.03(e) and replace with the following:

(e) **Weekly Meetings.** During the regularly scheduled progress meetings with the Engineer, the following shall be discussed and documented:

1. Requirements of the SWMP.
2. Problems that may have arisen in implementing the site specific SWMP or maintaining Control Measures.
3. Uncorrected inspection findings and concerns from last inspection.
4. Control Measures that are to be installed, removed, modified, or maintained and associated SWMP modifications.
5. Planned activities that will affect stormwater in order to proactively phase Control Measures.
Delete subsection **208.04(e)** and replace as follows:

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

(1) Temporary Stabilization. As soon as it is known with reasonable certainty that work will be temporarily halted for 14 days or more, stockpiles and disturbed areas shall be stabilized. Temporary stabilization methods may include, but are not limited to, tarps, mulch & tackifier, spray-on mulch blanket, and hydrosseed. If the function of the specific areas of the site requires it to remain disturbed, or physical characteristics of the terrain and climate prevent stabilization, the 14-day schedule may be exceeded. The SWMP Administrator must document the constraints necessitating the alternative schedule, provide the alternate stabilization schedule, and identify all locations where the alternative schedule is applicable on the site map.

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

(3) Permanent Stabilization. Permanent stabilization is defined as the covering of disturbed areas with seeding, mulching with tackifier, soil retention coverings, and such non-erodible methods as riprap, road shouldering, etc., or a combination thereof as required by the Contract. Other permanent stabilization techniques may be proposed by the Contractor, in writing, and shall be used when approved in writing by the Engineer.

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

In subsection **208.04 (f)**, delete the first sentence and replace as follows:

Erosion and sediment control practices and other protective measures identified in the SWMP as Control Measures for stormwater pollution prevention shall be maintained in effective operating condition until Final Acceptance of the project as defined in subsection 105.21(b) and/or the permit has been transferred to the County.

Delete subsection **208.09** and replace with the following:

**208.09 Failure to Perform Erosion Control.** The Engineer will identify and document Findings not in compliance with the CDPS-SCP during water quality control inspections or observation by the Engineer. The Engineer will immediately notify the Contractor of these findings. A Finding will be classified as one of the following:

1. Regular Finding. A situation upon inspection that is in noncompliance with the CDPS-SCP, other than included below in Severe Finding.
(2) Severe Finding. A noncompliance discharge outside the project’s Limits of Construction (LOC), to State waters or to a live inlet where the pollutant cannot be reclaimed.

The Contractor will be subject to Liquidated Damages for incidents of failure to comply with the CDPS-SCP and implement corrective actions to resolve noncompliance in the time frame established. Liquidated damages will not be considered a penalty but will be assessed to recover costs associated with environmental damages, and engineering and administrative expenses incurred by the County for the Contractor’s failure to comply with the CDPS-SCP. Liquidated damages will accumulate for each finding, for each cumulative day that the finding remains uncorrected. Liquidated damages associated with incidents pertaining to this subsection do not indemnify the Contractor of other Liquidated Damages associated with this project.

The Engineer will give written notification to the Contractor that Liquidated Damages are accruing at $1,500 per day for each full or partial calendar day a Regular Finding remains uncorrected after a 7-calendar day grace period.

In response to a Severe Finding, the Engineer will issue written notification to the Contractor and immediately assess Liquidated Damages of $3,500 per Severe Finding. Severe Findings shall not be eligible for a 7 calendar day grace period and must be corrected immediately.

The Engineer may exempt situations of Documented Upset Conditions and Documented Reportable Spills per CDPHE Part II.L.6 from assessment of liquidated damages. Release from assessment of liquidated damages does not exempt the Contractor from compliance with the CDPHE-CPHS permit.

If Findings are not corrected within 48 hours after liquidated damages have begun to be assessed, the Engineer will issue a Stop Work Order in accordance with subsection 105.01. Work shall not resume until the Engineer has approved a written corrective plan submitted by the Contractor that includes measures to prevent future violations and a schedule for implementation.

In the case of repeated failures on the part of the Contractor in controlling erosion, sedimentation, and/or water pollution, or refusal to correct Findings, the County reserves the right to employ outside assistance to provide the necessary corrective measures. Such incurred direct costs, plus project engineering costs, will be charged to the Contractor and appropriate deduction will be made from monies due the Contractor. These charges will be in addition to any assessed Liquidated Damages.

**Subsection 208.10(b) shall be revised as follows:**

Delete references to CDOT Hydraulics Engineer and CDOT Region and Headquarter Permanent Water Quality Control Specialist.

Delete the first paragraph of **subsections 208.11** and replace with the following:

Erosion Control Management will not be measured separately but will be paid by the lump sum, and shall include obtaining required permits; erosion control inspections, documentation, SWMP administration, and the preparation of the SWMP.

Partial payments for Erosion Control Management will be made once each month as the work progresses. These partial payments will be made as follows:

1. When 10 percent of the original contract amount is earned, 25 percent of the amount bid for erosion control will be paid.
2. When 25 percent of the original contract amount is earned, 50 percent of the amount bid for erosion control will be paid.
(3) When 50 percent of the original contract amount is earned, 75 percent of the amount bid for erosion control will be paid.

(4) Upon completion of all work on the project, the remainder of the amount bid for erosion control will be paid.

Delete the seventh and eighth paragraph of subsections 208.11 and replace with the following:

Removal and disposal of trash and removal of accumulated sediment from, and maintenance of, control measures shall be considered incidental to the work.

Revise subsection 208.12 as follows:

Pay Unit for Erosion Control Management will be Lump Sum

Delete the followings Pay Items: Maintenance Aggregate (Vehicle Tracking Pad), Removal and Disposal of Sediment (Equipment), Removal and Disposal of Sediment (Labor), Removal of Trash, and Sweeping (Sediment Removal). This work will not be measured and paid for separately, but shall be included in the work.
REVISION OF SECTION 304
AGGREGATE BASE COURSE

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

Subsection 304.02 shall include the following:

Materials for the base course shall be Aggregate Base Course (Class 6) as shown in subsection 703.03 and revised Table 703-2 below.

Table 703-2
CLASSIFICATION FOR AGGREGATE BASE COURSE

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Mass Percent Passing Square Mesh Sieves</th>
<th>LL not greater than 35</th>
<th>LL not greater than 30</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Class 1</td>
<td>Class 2</td>
</tr>
<tr>
<td>150mm (6&quot;)</td>
<td></td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>100mm (4&quot;)</td>
<td></td>
<td></td>
<td>100</td>
</tr>
<tr>
<td>75mm (3&quot;)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60mm (2 ½&quot;)</td>
<td></td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>50mm (2&quot;)</td>
<td></td>
<td>95-100</td>
<td>100</td>
</tr>
<tr>
<td>37.5mm (1.5&quot;)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25mm (1&quot;)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19mm (3/4&quot;)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.75mm (#4)</td>
<td></td>
<td>30-65</td>
<td>30-50</td>
</tr>
<tr>
<td>2.36mm (#8)</td>
<td></td>
<td></td>
<td>50-90</td>
</tr>
<tr>
<td>75 μm (#200)</td>
<td></td>
<td>3-15</td>
<td>3-15</td>
</tr>
</tbody>
</table>

NOTE: Class 3 material shall consist of bank or pit run material.

Subsection 304.04 shall include the following:

Shouldering gravel shall not be dumped on asphalt pavement and bladed to the shoulders. The gravel shall be dumped directly on the shoulders by side dump equipment or other methods approved by the Engineer.
REVISION OF SECTION 306  
RECONDITIONING

Section 306 of the Standard Specifications is hereby revised for this project as follows:

306.02 Construction Requirements.

Add the following:

Proof Rolling. The Engineer may require proof rolling of the reconditioned subgrade to test for deflection. Proof Rolling shall be in accordance with Section 203.08. If while proof rolling, any visible deflection or rutting is observed, additional reconditioning of the subgrade may be required.

306.03 Method of Measurement.

Add the following:

Proof rolling, when required, will not be measured or paid for separately, but shall be included in the work.
REVISION OF SECTION 401
PLANT MIX PAVEMENTS

Section 401 if the Standard Specifications are hereby revised for this project as follows:

401.01 Description.

Add the following:

This work shall consist of providing a Hot Mix Asphalt (HMA) to be placed as shown on the plans, or as directed by the Owner. The Contractor shall be responsible for Process Control (PC) of the HMA; including the design and control of the quality of the material incorporated into the project.

401.02 Composition of Mixtures.

Delete subparagraph (a) Mix Design and replace with the following:

A Job Mix Formula (JMF) design shall be submitted for each mixture required, at least 10 calendar days prior to placing any mix on the project, for acceptance by the Owner. JMF’s previously approved by CDOT within the past six months may be utilized. The JMF design shall be determined using AASHTO T-312 or CP-L 5115 for the Method of Mixture Design. Grading ST, SX, and S shall be designed using 100mm molds. The job mix gradation shall be wholly within the Master Range Table in subsection 703.04 before the tolerances shown in Section 401 are applied.

Designs shall be developed and performed in a materials laboratory that meets the requirements set forth by AASHTO Materials Reference Laboratory (AMRL) for all testing procedures. The design shall be stamped and signed by a Professional Engineer licensed in the State of Colorado. In addition, the Contractor shall submit, as part of the mixture design, laboratory data documents to verify the following:

- Gradation, specific gravity, source and description of individual aggregate and properties, and the final blend.
- Aggregate physical properties.
- Source and Grade of the Performance Graded Binder.
- Proposed Design Job Mix: aggregate and additive blending, final gradation, optimum binder content.
- Mixing and compaction temperatures used.
- Mixture properties shall be determined with a minimum of four binder contents.

The JMF for each mixture shall establish a single percentage of aggregate passing each required sieve size, a single percentage of asphalt cement to be added to the aggregate, and a single temperature for the mixture at the discharge point of the plant.

The Owner reserves the right to verify the asphalt supplier’s mix design for each JMF design utilizing materials produced and stockpiled. The asphalt supplier shall provide, at no cost, a sufficient quantity of each aggregate, mineral filler, Recycled Asphalt Pavement (RAP), and additive for the required laboratory tests, as well as all Certificates of Conformance/Compliance at any time on any material used. The Asphalt Supplier shall provide copies of quality control testing results during the production of HMA used within one business day from the sampling date.
Mixture design of HMA shall meet the requirements of Table 403-1 and Table 403-2 in the Revision to Section 403. For mixes requiring a design gyration of 100 (ESALs greater than 3 million) the Project Special Conditions should be used. This gyration is not recommended for the majority of roads within Mesa County.

Delete subparagraph (b) Mixtures Furnished to the Project and replace with the following:

Production verification shall occur prior to, or during, the start of the project. Volumetric properties of the mix shall be verified by LabCAT Level C Certified Technicians. If the mix was produced for another project within the last 90 days, data from that project can be submitted for verification. All mixtures furnished for the project shall conform within the ranges of tolerance listed in Table 401.02A. The mix verification test reports shall be submitted to the Owner prior to mix placement.

<table>
<thead>
<tr>
<th>Property</th>
<th>Tolerance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Cement Content</td>
<td>± 0.3%</td>
</tr>
<tr>
<td>VMA</td>
<td>± 1.2%</td>
</tr>
<tr>
<td>Air Voids</td>
<td>± 1.2%</td>
</tr>
</tbody>
</table>

Verification testing for binder content, gradation and physical properties shall be performed at the frequencies listed in Table 401.23-1.

There shall be no substitutions of materials allowed during production, unless approved in advance by the Owner. All substitutions will require checkpoint verification. If the checkpoint differs from the Job Mix Formula (JMF), a new mix design will be required. Upon request of the Owner, the binder grade may be changed by one available binder grade level without requiring a new mix design.

Should a change in the source of any material used in the production of HMA (aggregate, mineral filler, lime, or performance graded asphalt binder) occur, a one point verification test (at optimum binder content) of the mix must be performed to verify that the applicable criteria shown on Table 403-1 (HMA) and Table 403-2 (VMA) of Revision to Section 403 are still met. If this testing shows noncompliance, the Contractor shall establish a new job mix design and obtain approval by the Owner before the new HMA is used.

Add the following new subparagraphs:

(c) Reclaimed Asphalt Pavement (RAP). RAP shall be allowed in HMA up to a maximum binder replacement of 23 percent, unless otherwise specified in the contract, and provided that all the specifications for the HMA are met. Fine Aggregate Grading requirements shall apply only to the virgin fraction of the fine aggregate. RAP shall be of uniform quality and gradation with a maximum size no greater than the nominal aggregate size of the mix. RAP shall not contain clay balls, vegetable matter, or other deleterious substances.

The Contractor shall have an approved mix design for the amount of RAP to be used. The AC content of the RAP utilized in the Contractor RAP mix design shall be the average AC content determined in accordance with 1B or 1C, below, or alternatively, a minimum of five samples of the Contractors RAP stockpile may be sampled and the average AC content of the RAP be determined using AASHTO T-164, Method A or B, or in accordance with 1C below. The Contractor shall determine the total binder replaced by the binder in the RAP pursuant to the
following equation:

Total Binder Replaced = (A x B) x 100/E

Where:

A = RAP % Binder Content *
B = RAP % in Mix *
E = Total Effective Binder Content *

* in decimal format (i.e. 2% is 0.02)

The Total Binder Replaced by the binder in the RAP shall not exceed 23 percent of the effective binder content of either the mix design or the produced mix.

The Contractor shall have an approved Quality Control (QC) Plan that details how the RAP will be processed and controlled. The QC plan shall address the following:

1. RAP Processing Techniques. This requires a schematic diagram and narrative that explains the processing (crushing, screening, and rejecting) and stockpile operation for this specific project.

2. Control of RAP Asphalt Binder Content (AASHTO T-164, Method A or B). RAP Asphalt Binder Content may also be determined in accordance with CP-L 5120, provided an RAP AC content correction factor is determined through correlation testing with AASHTO T-164, Method A or B. The correction factor shall be determined by performing correlation testing on the first five samples of the RAP AC content, then at a frequency of one for every five AC content tests thereafter. The correction factor shall be determined by calculating the average difference in AC content between CP-L 5120 and AASHTO T-164, Method A or B, and applying the correction to the AC content determined in accordance with CP-L 5120:

   Frequency: 1 per 1000 tons of processed RAP material (minimum five tests)

3. (Alternate) The Contractor may propose a RAP asphalt content correction factor to be used in conjunction with CP-L 5120. The proposed CP-L 5120 RAP asphalt content correction factor shall be used with all RAP asphalt contents tested for the mixture design and quality control sampling and testing. The methodology of the proposed CP-L 5120 RAP asphalt content correction factor shall be outlined in detail in the approved RAP QC Plan. At a minimum, the proposed CP-L 5120 correction factor shall identify the principal source locations of the RAP aggregate, gradation of the material tested, and specific ignition oven serial number used in all the RAP asphalt content testing. The RAP source locations, material gradation, and specific equipment used shall substantiate the CP-L 5120 asphalt content correction factor used for the testing. The substantiation must be from data gathered from historical information or specific asphalt content correction data obtained from tests performed on similar virgin aggregate sources, virgin material gradations, and the specific equipment used.

4. Control of RAP Gradation (CP31 or AASHTO T-30):

   Frequency: 1 per1000 tons of processed RAP material (minimum three tests, sampling from belt feed and not stockpile)

5. Process Control Charts shall be maintained for binder content and each screen listed in Table 401.2C, during addition of any RAP material to the stockpile. The Contractor shall maintain separate control charts for each RAP stockpile. The control charts shall be displayed and shall be made available, along with RAP AC extraction testing laboratory reports to the Engineer upon request.
The processed RAP must be 100 percent passing the 31.5 mm (1¼ inch) sieve. The aggregate obtained from the processed RAP shall be 100 percent passing the 25.0 mm (1 inch) sieve. The aggregate and binder obtained from the processed RAP shall be uniform in all the measured parameters in accordance with the following:

### Table 401.2C
**RAP Binder & Aggregate Uniformity Tolerances**

<table>
<thead>
<tr>
<th>Element</th>
<th>Standard Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Binder Content</td>
<td>0.5</td>
</tr>
<tr>
<td>% Passing ¾”</td>
<td>4.0</td>
</tr>
<tr>
<td>% Passing ½”</td>
<td>4.0</td>
</tr>
<tr>
<td>% Passing 3/8”</td>
<td>4.0</td>
</tr>
<tr>
<td>% Passing #4</td>
<td>4.0</td>
</tr>
<tr>
<td>% Passing #8</td>
<td>4.0</td>
</tr>
<tr>
<td>% Passing #30</td>
<td>3.0</td>
</tr>
<tr>
<td>% Passing #200</td>
<td>1.5</td>
</tr>
</tbody>
</table>

(d) **Warm Mix Asphalt (WMA) Technology.** The Contractor may choose to use a WMA Technology that is included on the CDOT approved products list ([https://www.codot.gov/business/apl/asphalt-warm-mix.html](https://www.codot.gov/business/apl/asphalt-warm-mix.html)).

WMA technologies (additive or foaming) used shall be identified on the mix design, indicating usage as a workability additive and/or anti-strip additive. WMA shall be submitted and approved by the Owner for use on a project.

The addition of WMA additives during production, including foaming, shall be controlled by a calibrated metering system interlocked with the plant’s controls per the manufacturers’ recommendation. Additives may be added at the asphalt terminal at the dosage rate recommended by the WMA technology provider. The foaming process mixes water and binder to create microscopic steam bubbles. Typical water injection rate is ≤ 2% of binder flow rate or per manufacturers’ recommendation.

(e) **Anti-Strip Additives.** Anti-Strip shall be added into the HMA. Anti-Strip agents may be liquids (added to the binder), lime (added to the aggregates) or other products, and shall be submitted for approval by the Owner.

The minimum value for Tensile Strength Ratio (TSR) tested in accordance with Table 401.21-1 shall be 80% for the mix design and 70% during production.

There are various types of liquid Anti-Strips. Amine and Organo-silane type liquid Anti-Strip additives are physically mixed with the asphalt binder. Liquid Anti-Strip agents shall be added per the manufactures recommendations. Typical product dosages are provided in Table 401.2E-1.

### Table 401.2E-1
**Liquid Anti-Strip Dosage Rates**

<table>
<thead>
<tr>
<th>Type</th>
<th>Typical Dosage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amine</td>
<td>0.4% to 0.8%</td>
</tr>
<tr>
<td>Organo-silane</td>
<td>0.05% to 0.15%</td>
</tr>
</tbody>
</table>

WMA chemical products which display Anti-Stripping characteristics will be classified, and identified on the mix design, as a liquid Anti-Strip additive.
When a liquid Anti-Strip additive is used, the Contractor shall include the following information with the mix design submission:

- Information on the type of liquid Anti-Strip additive to be supplied, including product name, product manufacturer/supplier
- Additive rate
- TSR values for the treated mixes
- The proposed method for incorporating the additive into the plant produced mix

401.03 Aggregates.

Add the following:

The percentage of fractured faces shall be as shown in Table 403.1 of the Revision to Section 403.

Grading ST (3/8” nominal) mixes may be used for leveling, maintenance, bike paths, sidewalks and thin lift overlays. Grading SX (1/2” nominal) mixes shall be used on top and bottom lifts and for patching. Grading S (3/4” nominal) mixes may be used for bottom lifts.

401.05 Hydrated Lime.

Add the following:

When used in the HMA, hydrated lime shall be added at the rate of 1% by dry weight of the aggregate and shall be included in the amount of material passing the No. 200 sieve.

401.06 Asphalt Cement.

Revise the second paragraph to read as follows:

The asphalt cement shall meet the applicable requirements of subsection 702.01.

Add the following:

The Contractor shall provide to the Owner acceptable 'Certifications of Compliance' of each applicable asphalt binder grade from the supplier. Should testing or certificate show nonconformance with the specifications, the asphalt binder may be rejected. When production begins, the Contractor shall, upon request, provide to the Owner a one quart can of each specified asphalt binder for analysis. Additionally, the Contractor shall provide the refinery test results that pertain to the asphalt binders used during production.

Based on climatic conditions and reliability, binder grades approved for use in Mesa County are as follows in Table 401.06A-1:
TABLE 401.06A-1
Recommended Performance Graded Binders

<table>
<thead>
<tr>
<th>Condition</th>
<th>Non-modified Binder</th>
<th>Modified Binder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Free flowing traffic loads and 300,000 to 1 million 18K ESAL</td>
<td>PG 64-22</td>
<td></td>
</tr>
<tr>
<td>Free flowing traffic loads and 300,000 to 1 million 18K ESAL, plus above 6000 elevation</td>
<td>PG 58-28</td>
<td></td>
</tr>
<tr>
<td>Slow moving or standing trucks, major street intersections and/or 10,000,000 18K ESAL</td>
<td></td>
<td>PG 76-28</td>
</tr>
</tbody>
</table>

Binder grades other than those shown above shall not be used unless the proposed binder and the mix design are approved in writing by the OWNER. The asphalt cement shall meet the requirements of subsection 702.01

401.07 Weather Limitations and Placement Temperatures.

Revise as follows:

Surface temperatures shall be used to determine placement of APM. APM produced with documented WMA will be allowed a reduction in minimum surface temperatures for placement as provided in Table 401.07A-1. Ambient temperatures and other weather conditions shall be considered prior to placement.

TABLE 401.07A-1
Minimum Surface Temperatures for placement of APM

<table>
<thead>
<tr>
<th>Compacted Layer Thickness (in.)</th>
<th>Minimum Surface Temperature (°F)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Top Layer</td>
<td>Layers Below the Top Layer</td>
</tr>
<tr>
<td>Product</td>
<td>APM with WMA</td>
<td>APM with WMA</td>
</tr>
<tr>
<td>&lt;1½</td>
<td>60</td>
<td>50</td>
</tr>
<tr>
<td>1½ - &lt;3</td>
<td>50</td>
<td>45</td>
</tr>
<tr>
<td>3 or more</td>
<td>45</td>
<td>35</td>
</tr>
</tbody>
</table>

If the Contractor modifies the placement and compaction processes when ambient temperatures are below minimum surface temperatures in Table 401.07A-1, they shall demonstrate to the Owner the required in-place density has been achieved. APM cooling software such as PaveCool, or MultiCool can be used to determine placement and compaction times available.

401.08 Asphalt Mixing Plant.

Delete the last paragraph of the subsection.

401.09 Hauling Equipment.

Add the following:

The Owner may reject any HMA which demonstrates it has been contaminated from a petroleum distillate
release agent. The Owner may reject any uncovered HMA which demonstrates it has been impacted by contamination and/or weather.

**401.10 Asphalt Pavers.**

Delete the twelve paragraph and replace with the following:

Contractor shall submit for and receive approval of the screed control devices to be utilized on the paver prior to use for placing HMA on the project.

Add the following:

A Material Transfer Vehicle (MTV) or Material Transfer Device (MTD) may be required for placement of the HMA when specified in the contract documents. The MTV shall be a self-propelled unit with on board storage of material. An MTD is a non-self-propelled unit. Both MTV and MTD are capable of receiving material from trucks or from the ground, transferring the material from the unit to a paver hopper insert via a conveyor system.

**401.11 Tack Coat.**

Delete and replace with the following:

A tack coat shall be applied between pavement course and to all existing concrete and asphalt surfaces per Section 407. Tack coat is considered incidental to the cost of the HMA.

**401.15 Mixing.**

Add the following:

If a WMA technology (additive or foaming) is used, the discharge temperatures may be lowered during production at the discretion of the Contractor provided all specifications are achieved. Mix design is to indicate revised allowable discharge temperatures with WMA usage.

**401.16 Spreading and Finishing.**

Revise as follows:

Joints in the top layer of new pavement shall be located on lane lines unless otherwise shown on the plans. Longitudinal joints shall be minimized with wide paving pulls. Transverse joints shall be formed by cutting back on the previous run to expose the full depth of the course. Tack coat material shall be applied to contact surfaces of all joints before additional mixture is placed against the previously compacted material.

**401.17 Compaction.**

Revise as follows:

Equipment used for compaction of the HMA will be at the discretion of the Contractor. The number, weight, and type of rollers furnished shall be sufficient to obtain the required density and surface texture.

All joints shall be compacted to 92% of maximum theoretical specific gravity (Rice), taken six inches offset from the joint. The allowable variance shall be ±2%. Joint density will be determined using nuclear density equipment.
Delete paragraphs six through eight, and paragraphs eleven to the end of the subsection and replace with the following:

Cores may be used to verify compaction results. The Contractor shall core the pavement, as required by the Owner; in accordance with AASHTO T 230, Method B, or for field calibration of nuclear density equipment in accordance with the ASTM D 2950. At a minimum, cores for nuclear density equipment correlation shall be taken at the beginning of placement of each project or change of mixture materials or gradation, unless otherwise approved by the Engineer. If the correlation cores were produced for another project within the last 90 days, data from that project can be submitted for verification, if no change in materials or gradation has occurred. When cores are used, the Contractor shall provide all labor and equipment for the coring and repair of the holes.

Along forms, curbs, headers, walls, and all other places not accessible to the rollers, the mixture shall meet all project compaction specifications. Any mixture that is defective, shall be corrected to meet the project specifications at the expense of the Contractor.

401.20 Surface Smoothness.

Delete and replace with the following:

The finish transverse and longitudinal surface elevation of the pavement shall be measured using a 10-foot straightedge. Surface smoothness shall be verified immediately following the finish roller pass. Surface variation shall not exceed 3/16 inch in 10 feet for full lane width paving. For patching, the variation shall not exceed 3/8 inch in 10 feet. The final pavement surface shall not vary from the specified cross section by more than one inch at any point. Transverse measurements for variations shall exclude breaks in the crown sections. If the surface tolerance exceeds 3/16” across transverse joints, measured in at least three locations, the Contractor shall make corrections to the joint before proceeding. All corrections shall be made at the Contractor’s expense.

The final surface pavement adjacent to curb and gutter shall be finished from 1/8-inch to 3/8- inches above the lip for catch curb and shall not extend above the lip for spill curb.

The Contractor shall adjust all manholes, valve boxes, and survey range boxes 1/8 to 1/4- inch below final grade and adjusted to match the slope of the roadway. Valve boxes and manholes are to be maintained fully accessible at all times for emergency and maintenance operations. The cost of adjusting valve boxes, manholes, and survey range boxes shall be included in the work, unless otherwise specified. The Contractor shall be responsible for any cost incurred by the Owner to provide access to the covered manholes or valve boxes. Final adjustment of all utility access points shall be completed within seven days of from the time the HMA was placed.

Add the following new subsections:

401.23 Testing and Inspection

The Contractor shall assume full responsibility for controlling all operations and processes to meet the Specifications. The Contractor shall perform all tests necessary for process control purposes on all elements at the frequency listed in Table 401.23-1. The Contractor shall maintain a log of all process control testing. Test results that have sampling or testing errors shall not be used. Process control testing shall be performed at the expense of the Contractor.

Laboratories shall be accredited by AASHTO Materials Reference Laboratory (AMRL) for the tests being performed. Technicians obtaining samples and conducting compaction tests must have a LabCAT Level A certification. Technicians conducting tests of asphalt content and gradation must have a LabCAT Level B certification. Technicians performing volumetric testing must have a LabCAT Level C certification. Equivalent NICET certification for all technicians is acceptable.
When requested by the Owner, the Contractor shall submit a quality control plan that addresses production, sampling, testing, and qualifications of testing personnel, timing, and methods for making adjustments to meet the specifications. The Contractor will provide a process or schedule for making corrections for material that was placed but does not meet specifications as well as obtain a follow up sample immediately after corrective actions are taken to assess the adequacy of the corrections. In the event the follow-up process control sample also fails to meet Specification requirements; the Contractor shall cease production of the asphalt mixture until the problem is adequately resolved to the satisfaction of the Owner.

TABLE 401.23-1

<table>
<thead>
<tr>
<th>Test</th>
<th>Standard</th>
<th>Minimum Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sampling</td>
<td>AASHTO T168, ASTM D 979 and ASTM D3665, CP 41</td>
<td>1/1000 tons or fraction thereof (not less than one test per day)</td>
</tr>
<tr>
<td>In-Place Density</td>
<td>AASHTO T 166, T 238, T 230, CP 81 (nuclear), CP 44 (coring)</td>
<td>One test for each 250 lineal feet per lane and one test per 1,000 lineal feet of joint per lift</td>
</tr>
<tr>
<td>Thickness (Core) (when called for in Project specs.)</td>
<td>ASTM D3549</td>
<td>One test for each 1000 lineal feet per lane</td>
</tr>
<tr>
<td>Air Voids &amp; VMA</td>
<td>CP-L 5115, A.I. SP-2</td>
<td>1/1000 tons or fraction thereof (not less than one test per day)</td>
</tr>
<tr>
<td>Gradation</td>
<td>AASHTO T 27/T 11, CP 31</td>
<td>1/1000 tons or fraction thereof (not less than one test per day)</td>
</tr>
<tr>
<td>Hveem/Marshall Stability As Applicable</td>
<td>CP-L 5016</td>
<td>One per project per mix used</td>
</tr>
<tr>
<td>Binder Content</td>
<td>CP-L 5120, AASHTO T 164 or other methods agreed upon between Owner and Contractor</td>
<td>1/1000 tons or fraction thereof (not less than one test per day)</td>
</tr>
<tr>
<td>Maximum Theoretical Specific Gravity (Rice)</td>
<td>AASHTO T 209 (Rice), CP-L 51</td>
<td>1/1000 tons or fraction thereof (not less than one test per day)</td>
</tr>
<tr>
<td>Lottman Stripping, TSR &amp; Dry Density</td>
<td>CP-L 5109</td>
<td>One per project per mix used</td>
</tr>
</tbody>
</table>

Field control testing of dense graded asphalt mixes for the above tests shall meet the requirements of Table 403-1 and Table 403-2 in the Revision to Section 403.
401.24 Acceptance

If any materials furnished, or work performed, fails to meet the specification requirements, such deficiencies shall be documented and reported to the Owner. Copies of all process control tests shall be delivered to the Owner within one business day. Test results that cannot be completed within one day shall be provided to the Owner no later than three days after the sample was obtained.

Owners Acceptance (OA) test results, if any, and/or Process Control (PC) test results will be evaluated to determine acceptability. If the Contractor does not meet the project specifications, but acceptable work has been produced, the Owner shall determine the extent of the work to be accepted. If the Owner determines the work is not acceptable, the Contractor shall correct the work, as approved by the Owner, at the expense of the Contractor.
REVISION OF SECTION 403
HOT MIX ASPHALT

Section 403 of the Standard Specifications is hereby revised for this project as follows:

403.02 Materials

Delete and replace with the following:

The materials shall conform to the requirements of subsections 401.2 of the Revised Section 401 above.

The design mix for hot mix asphalt (HMA) shall conform to the following Table 403-1 and Table 403-2:

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Voids, percent at: N (design)</td>
<td>AASHTO T-132, CPL 5115</td>
<td>3.0-4.0</td>
</tr>
<tr>
<td>Lab Compaction (Revolutions): N (design)</td>
<td>CPL 5115</td>
<td>75</td>
</tr>
<tr>
<td>Hveem Stability, (Grading ST, SX &amp; S only)</td>
<td>CPL 5106</td>
<td>28 min.</td>
</tr>
<tr>
<td>Aggregate Retained on the 4.75 mm (No. 4) Sieve for S, SX and SG, and on the 2.36mm (No. 8) Sieve for ST and SF with at least 2 Mechanically Induced fractured faces</td>
<td>CP 45</td>
<td>80% min.</td>
</tr>
<tr>
<td>Accelerated Moisture Susceptibility Tensile Strength Ratio (Lottman)(for S &amp; SX mixes)</td>
<td>AASHTO T-283 Method B, CPL 5109 Method B</td>
<td>80 min.</td>
</tr>
<tr>
<td>Minimum Dry Split Tensile Strength, kPa (psi)</td>
<td>CPL 5109 Method B</td>
<td>205 (30) min.</td>
</tr>
<tr>
<td>Voids in the Mineral Aggregate (VMA) % minimum</td>
<td>CP 48, AI-SP2</td>
<td>See Table 403-2</td>
</tr>
<tr>
<td>Voids Filled with Asphalt (VFA)</td>
<td>AI MS-2</td>
<td>65-80%</td>
</tr>
<tr>
<td>Dust to Asphalt Ratio:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fine Gradation</td>
<td>CP 50</td>
<td>0.6 – 1.2</td>
</tr>
<tr>
<td>Coarse Gradation</td>
<td></td>
<td>0.8 – 1.6</td>
</tr>
</tbody>
</table>
MESA-16-Q.5 Bridge Replacement Project
Mesa County Project No. 19-03141

June 3, 2019

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PG(64-22)</td>
<td></td>
</tr>
</tbody>
</table>

Note: AI MS-2 = Asphalt Institute Manual Series 2

Note: Mixes with gradations having less than 40% passing the 4.75 mm (No. 4) sieve shall be approached with caution because of constructability problems.

Note: Gradations for mixes with a nominal maximum aggregate size of 3/4” to 3/8” are considered a coarse gradation if they pass below the maximum density line at the #8 screen.

Gradations for mixes with a nominal maximum aggregate size of #4 or smaller are considered a coarse gradation if they pass below the maximum density line at the #16 screen.

Table 403-2
Minimum Voids in Mineral Aggregate (VMA)

<table>
<thead>
<tr>
<th>Nominal Maximum Size*, mm (inches)</th>
<th>***Design Air Voids **</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3.0%</td>
</tr>
<tr>
<td>19.0 (¾)</td>
<td>13.5</td>
</tr>
<tr>
<td>12.5 (½)</td>
<td>14.5</td>
</tr>
<tr>
<td>9.5 (%)</td>
<td>15.5</td>
</tr>
</tbody>
</table>

* The Nominal Maximum Size is defined as one sieve larger than the first sieve to retain more than 10%.

** Interpolate specified VMA values for design air voids between those listed.

*** Extrapolate specified VMA values for production air voids beyond those listed.

403.03 Construction Requirements

Delete the first paragraph and replace with the following:

The construction requirements shall be as prescribed in subsections 401.3 through 401.14 of the Revised Section 401 above.

403.04 Method of Measurement

Delete and replace with the following:

Hot Mix Asphalt will be measured by the ton or the square yard. Batch weights will not be permitted as a method of measurement when measured by the ton. The tonnage shall be the weight used in the accepted pavement.
**403.05 Basis of Payment**

Delete and replace with the following:

The accepted quantities of hot mix asphalt will be paid for in accordance with subsection 401.22, at the contract unit price per ton or square yard for the asphalt mixture.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hot Mix Asphalt (Grading SX)(PG 64-22)</td>
<td>Ton</td>
</tr>
<tr>
<td>Hot Mix Asphalt (Patching)</td>
<td>Square Yard</td>
</tr>
</tbody>
</table>

Aggregate, asphalt cement, asphalt recycling agent, additives, hydrated lime, tack coat, and all other work necessary to complete each hot mix asphalt items will not be paid for separately but shall be included in the unit price bid.

Excavation, preparation, and tack coat of areas to be patched will not be measured and paid for separately, but shall be included in the work.
REVISIONS OF SECTION 407
PRIME COAT, TACK COAT, AND
REJUVENATING AGENT

Section 407 of the Standard Specifications is hereby revised for this project as follows:

407.01 Description

Add the following:

Prior to placement of APM, a tack coat shall be applied to all existing concrete and asphalt surfaces.

407.02 Asphalt Material.

Add the following:

The tack coat shall meet the specification for emulsified asphalt, consisting of CSS-1h or SS-1h, and conform to AASHTO M208 or M140.

407.07 Application of Asphalt Material.

Add the following:

The tack coat shall be applied at the rates specified in Table 407-1. The surface receiving the tack coat shall be dry and clean, and dust, debris, and foreign matter shall be removed. Tack coat shall be applied uniformly. The Contractor shall allow the tack coat to cure (dehydrate) prior to the placement of APM. If the tack becomes contaminated during construction, it shall be cleaned, and if necessary, additional tack coat shall be reapplied and allowed to cure before paving resumes.

<table>
<thead>
<tr>
<th>Pavement Condition</th>
<th>Application Rate (gal/yd²)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Residual</td>
</tr>
<tr>
<td>New asphalt</td>
<td>0.03 – 0.04</td>
</tr>
<tr>
<td>Oxidized asphalt</td>
<td>0.04 – 0.06</td>
</tr>
<tr>
<td>Milled Surface (asphalt)</td>
<td>0.06 – 0.08</td>
</tr>
<tr>
<td>Milled Surface (PCC)</td>
<td>0.06 – 0.08</td>
</tr>
<tr>
<td>Portland Cement Concrete</td>
<td>0.04 – 0.06</td>
</tr>
</tbody>
</table>

407.09 Method of Measurement and Basis of Payment.

Delete and replace the following:

Tack Coat will not be measured and paid separately but shall be considered included in the work for Section 401 – Asphalt Pavement Materials.
REVISIONS OF SECTION 420
GEOSYNTHETICS

In subsection 420.03 shall include the following paragraph after the 2nd paragraph:

Canal lining subgrade preparation shall be as follows:

Schedule and Sequencing:
A. Non-woven Geotextile: Cover Geotextile with PVC Canal Liner or shotcrete as soon as possible and no later than 14 days after the geotextile has been installed and accepted by the Engineer unless otherwise approved by the Engineer.
B. Provide subgrade stabilization in areas as directed by the Engineer to prior to placing embankment and base materials

Subgrade Preparation:
A. Canal surface geometry and alignment to match existing or as directed by the Engineer
B. Prepare a firm surface upon which geotextile is to be placed. Surface shall be reasonably even and smooth, and free of offsets, abrupt indentations, and protruding materials greater than 2 inches
C. Back drag invert of the canal with smooth bucket
D. Compact fill, base, and embankment beneath geotextile in accordance with the plans and specifications
E. Fill low spots with compacted embankment.
F. For all layers, geotextile, geomembrane, and shotcrete, obtain Engineer’s acceptance prior to subsequent material installation or placement.

Geotextile and Geomembrane Installation:
A. Place geotextile & geomembrane per the contract documents and manufactures recommendations unless otherwise directed by the Engineer
B. Lay geotextile and geomembrane smoothly, free of tension, stress, folds, wrinkles, or creases per the manufactures recommendations or unless otherwise directed by the Engineer
C. All seams on shall run parallel with the direction of the slope
D. Geomembrane:
   a. Do not deploy geomembrane liner in more than 72 hours in advance of covering with shotcrete.
   b. The geomembrane liner shall be deployed in such a manner as to minimize handling.
   c. The geomembrane shall be placed in a relaxed condition and shall be free of tension or stress upon completion of installation. The liner shall not be stretched.
   d. The geomembrane shall be deployed when the ambient temperature is above 32°F and below 122°F.
   e. The geomembrane shall be placed on top of geotextile, and then once installed, covered with another layer of geotextile fabric
   f. The surfaces on which the geomembrane is to be placed shall be maintained in a firm, clean, dry and smooth condition during the lining installation.
   g. All earthen surfaces shall be compacted and smoothly graded with liner end anchor and trenches provided as required and detailed.
   h. All surfaces shall be free of rocks, roots, gravel, grade stakes or debris that may puncture the geomembrane.
   i. The geomembrane shall be placed over the prepared surfaces in such a manner as to ensure minimum handling and in accordance with the submitted and approved shop drawings.
The lining shall be sealed to all concrete structures and other openings in accordance with details shown on the plan and shop drawings.

The liner shall be closely fitted and scaled around all inlets, outlets and other projections through the lining, using prefabricated fittings where possible as shown in the details.

Liner sheets, damaged from any cause, shall be removed, repaired or covered with additional sheeting.

Only those sheets of liner material which can be anchored and seamed together the same day shall be unpackaged and placed into position.

In areas that high wind is prevalent; the lining installation should begin on the upwind side of the project and proceed downwind.

The leading edge of the liner shall be secured at all times with sandbags sufficient to hold it down during periods of winds.

The leading edges of the liner material left exposed after the day's work shall be anchored to prevent damage or displacement due to the wind.

Materials, equipment or other items shall not be dragged across the surface of the liner or be allowed to slide down slopes on the lining.

No vehicles, other than those approved by the Engineer, are allowed directly on the geomembrane.

Minimum wrinkles will be allowed to ensure the liner is installed in a "relaxed" condition.

Excessive wrinkles which overlap themselves will not be allowed.

Use weight to hold geotextile in position. Do not puncture or otherwise damage the geomembrane by using pins or staples to fix the geotextile in position.

In the presence of wind, weight geotextiles with sandbags or equivalent until cover material is placed.

Do not entrap stones, soil, excessive dust, or moisture in geotextile or geomembrane that could damage the geotextile or geomembrane or hamper subsequent seaming.

Do not drive or operate equipment directly on geotextile.

Remove foreign objects or replace geotextile.

After installation, examine the entire geotextile surface to ensure that potentially harmful foreign objects are not present.

### Seaming

A. All seams shall be thermally welded with a heat fusion weld.

B. Join adjacent sheets of geotextile and geomembrane with a heat fusion weld.

C. Welded seams shall be continuous seams and not spot welded.

D. Seams on slopes shall run parallel to the slopes.

E. Seaming will not be allowed during rain or snowfall unless proper precautions are made to allow the seam to be made on the dry subgrade and geomembrane materials.

F. If weather conditions are not satisfactory, panels shall not be put into place.

G. Seaming shall only be performed when geomembrane and ambient air temperatures are between 40°F and 105°F.

a. If the consistent temperatures are lower than 40°F the Engineer may allow the contractor to build shelters from the natural elements.

b. The Engineer may approve other cold-weather seaming methods that are submitted.

c. Other methods, such as pre-heating the liner prior to welding will not be permitted.

H. Hot wedge welding:

a. All field seams shall be made with hot wedge welding techniques in accordance with the EPA Technical Guidance Document: Inspection Techniques for the Fabrication of Liner Field Seams.
i. Exception: Chemical fusion welding shall only be used for repairs and minor detail work.
b. Lap joints shall be used to seal factory fabricated liner sheets together in the field.
c. The lap joint shall be formed by lapping the edges of the sheets four (4) to six (6) inches.
d. The contact surfaces of the sheets shall be wiped clean of all dirt, dust, moisture and other foreign matter.
e. A minimum one and one-half inch (1-1/2") bond shall apply to all seams for single-track welds. Dual track welds shall have two, half an inch (1/2") nominal seams separated by an air test chamber.
f. Extreme care should be taken throughout the work to avoid fishmouths, wrinkles, folds or pleats in the seam area. Where fishmouths do occur, they should be slit out far enough from the seam to dissipate them, lapped, seamed together in the lapped area and patched.
g. Cleanup within the lining area shall be an ongoing responsibility of the Contractor. Particular care should be taken to ensure that no stones, scrap material, trash, tools or other unwanted items are trapped beneath the liner.

I. Chemical fusion welding:
   a. Chemical fusion welding shall only be used for repairs and minor detail work and shall meet the minimum requirements below.
   b. Overlap the edges of the sheets 6 inches.
   c. Weld minimum of 2 inches wide.
   d. A sufficient amount of chemical fusion agent shall be applied that, upon compressing the seam surfaces together, a thin excess of chemical fusion agent will be forced out.
   e. A high durometer rubber, nylon or steel roller shall be used to compress the seam surfaces together until a bond is formed.
   f. Roller action shall be at a parallel direction to the seam's edge so that excessive amounts of chemical fusion agent will be purged from between the sheets.
   g. Trapped chemicals shall be rolled out of the seaming area.
   h. Care shall be exerted in applying the chemical fusion agent. A continuous wet layer of chemical fusion agent is necessary to prevent a leak at the tie in point between the last chemical fusion agent application and the next. If the chemical fusion agent, which is initially shiny when applied, takes on a dull, filmy appearance, the interfaces may require a faster closing together, or the ambient temperature is too high to continue seaming. The installer will monitor this condition at sheet temperatures over 105°F. At the completion of seaming, all rags, chemical containers, etc., will be properly removed from the geomembrane.
   i. Foot or equipment traffic in the vicinity of the recent weld shall not be present until the weld is cured.

Inspection of Field Seams
   A. Upon completion of the liner installation, all seams shall be visually inspected for compliance with these specifications.
   B. In addition to visual inspection, all field seams shall be checked using an air lance nozzle directed on the upper edge and surface to detect any loose edges or rifles indicating unbonded areas within the seam per air lance method ASTM D4437.
   C. All field seams, on completion of the work, shall be tightly bonded.
   D. Any geomembrane surface showing injury due to scuffing, penetration by a foreign object, or distress from other causes shall be replaced or repaired.

Testing of Field Seams
   A. Test scams shall be made by each seaming crew, at the beginning of the seaming process, and every four (4) hours thereafter, and each time new equipment is used.
B. Each seaming crew and the materials they are using must be traceable and identifiable to their test seams.

C. The samples shall be numbered, dated, identified as to the person making the seam, and location made by appropriate notes on a print of the panel layout for the project.

D. The completed field seam sample shall measure not less than 14 inches in width and 24 inches in length.

E. The field test seams are to be tested for seam strength and peel adhesion.

F. Seam shear strength shall be tested in accordance with ASTM D751 as modified in Annex A of NSF 54 and shall have a value as stated in herein.

G. The peel adhesion shall be tested in accordance with ASTM D413 as modified in Annex A NSF 61 and shall have a value as stated in herein.

H. If a test seam fails to meet the field seam design specification, then additional test seam samples will have to be made by the same seaming crew, using the same tools, equipment, and seaming materials and retested.

Protection

A. The geomembrane and the top of layer of geotextile must be covered with 3-inch shotcrete within 72 hours unless otherwise approved by Engineer.

Repairs

A. At placement, geotextile/geomembrane will be rejected if it has defects, rips, holes, flaws, deterioration, contamination, or damage.

B. Significant geotextile or geomembrane damage as determined by the Engineer shall require replacement of geotextile or geomembrane section.

C. Repair geotextile damaged during installation in the following manner:
   1. Remove soil, debris or other material which may have penetrated torn geotextile
   2. Repair damaged geotextile by placing an additional layer of geotextile to cover the damaged area as approved by the Engineer.

D. Repair geomembrane damage during installation per the manufacturer's recommendation and as approved by the Engineer.

In subsection 420.07 shall include the following paragraph between the 1st and 2nd paragraphs:

The canal lining geotextiles shall be joined using thermal welding. Sewn seams or overlaps shall not be used for joining the canal lining geotextiles.

In subsection 420.07 shall include the following:

The liner end anchor and trench shall be installed at the ends of the lining project and anywhere along the length of the lining where the liner is discontinuous or as otherwise directed by the engineer. The liner end anchor and trench shall be perpendicular to the canal alignment and shall extend continuously along the canal section from the liner edges. Saw cutting of the existing lining is included in the work and shall not be paid for separately.

The liner end anchor shall be comprised of an additional 4 ft. of geotextile and geomembrane as measured from the concrete lining saw cut in an outward direction shall be rolled and placed into a trench. The roll of geotextile and geomembrane shall be cushioned and protected from damage on all sides by a fine aggregate, natural fines (Class 7) as approved by the Engineer. The separation & cushion material (fine aggregate/natural fines) are included in the cost of the end anchor and shall not be paid separately.
In subsection **420.09** shall include the following:

The liner end anchor will be measured by the linear foot of anchor as measured from the liner edges along the canal section, complete in place.

In subsection **420.10** add the following pay items:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liner End Anchor</td>
<td>Linear Feet</td>
</tr>
<tr>
<td>Geotextile 10 oz (Special)</td>
<td>Square Yard</td>
</tr>
<tr>
<td>Geotextile 12 oz (Special)</td>
<td>Square Yard</td>
</tr>
<tr>
<td>Gemmebrane (Special)</td>
<td>Square Yard</td>
</tr>
</tbody>
</table>

In subsection **420.10**, 3rd paragraph delete the paragraph and replace with the following:

Securing pins, staples, adhesives, seams, asphalt cement, brooming, testing, skilled technician, disposal and other work and materials necessary for placement and installation will not be measured and paid for separately but shall be included in the work.

Shotcrete for the thickened edge at the liner end anchor shall be included in the cost of the liner end anchor.
REVISIONS OF SECTION 507  
SLOPE AND DITCH PAVING

Section 507 of the Standard Specifications is hereby revised for this project as follows:

In subsection 507.13 delete the 1st sentence of the 1st paragraph and replace as follows:

Asphalt slope and ditch paving will be measured as each, complete in place and accepted by the Engineer.

In subsection 507.14 add the following pay item:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Slope and Ditch Paving (Asphalt)</td>
<td>Each</td>
</tr>
</tbody>
</table>
REVISIONS OF SECTION 515
WATERPROOFING MEMBRANE

Section 515 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 515.02 and replace with the following:

515.02 The waterproofing membrane shall consist of:

A single component, hot-applied elastomeric membrane and primer.

Materials for the waterproofing membrane shall meet the requirements specified in the following subsections, and accepted by the Engineer:

Protective Covering 705.07
Single Component, Hot Applied, Elastomeric Membrane 705.09
REVISION OF SECTION 601
STRUCTURAL CONCRETE

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

Subsection **601.02** shall include the following:

Concrete for construction of curbs, gutters, sidewalks, curb ramps, driveway approaches, corner filets, drainage pans, median cover and trails shall be Class B unless otherwise noted in plans or Project Special Provisions.

Subsection **601.03** shall include the following:

Calcium chloride shall not be used in any concrete. All cement, flyash, admixtures, and curing materials shall be from the CDOT Approved Product List.

In Subsection **601.03** add the following paragraph to the end of the section:

Where not in conflict with the Standard Special Provisions or the Mesa County Standard Special Provisions, the following material shall be used for Fiber-Reinforced Shotcrete. Should a conflict occur the most stringent requirement apply or as otherwise

**SHOTCRETE MATERIALS**

A. In accordance with ASTM C 1436, except as detailed below.

**CEMENTITIOUS MATERIALS**

A. Cementitious Materials Options:
B. Portland Cement: 1. ASTM C 150, Type II or V.
   2. Meet equivalent alkalis requirements of ASTM C 150 - Table 2.
   3. Meet false-set requirements of ASTM C 150 - Table 4.
C. Pozzolan:
   1. ASTM C 618, Class F.
   2. Sulfur trioxide for Class F, maximum: 5.0 percent.
   3. Loss on ignition, maximum: 6.0 percent.
   4. Use pozzolan tested for effectiveness in controlling alkali-silica reaction under optional physical requirements in Table 2 of ASTM C 618. Use low-alkali cement for test.
   5. Do not decrease sulfate resistance of concrete by use of pozzolan.
      a. Demonstrate pozzolan shall have an "R" factor less than 2.5. 1) R = ( C-5)/F
         i. C: Calcium oxide content of pozzolan in percent determined in accordance with ASTM C 114.
         ii. F: Ferric oxide content of pozzolan in percent determined in accordance with ASTM C 114.

**WATER**

A. ASTM C 1602, including optional requirements of Table 2.

**AGGREGATE MATERIALS**

A. Fine aggregate: ASTM C 33.
B. Coarse Aggregate: ACI 506R, Grading No. 2 from Table 1.1 with the following exception:
   1. Percent by Mass Passing 1/2 inch Sieve: 99 - 100

**ADMIIXTURES**

A. Air-Entraining Admixture:
   1. ASTM C1141 Type II, Grade 8.
B. Chemical Admixtures:
   1. Allowable Chemical Admixtures:
      a. ASTM C 1141 Type I or II, Grade 2.
      b. ASTM C 1141 Type II, Grade 7.
      c. ASTM C 1141 Type I or II, Grade 1, provided they do not contain chlorides.
   2. Admixtures: Compatible with each other.
   3. Do not use chemical admixtures which introduce more than 1/10 of 1 percent chloride, by weight of cementitious materials.
   4. Do not use Class B accelerator in wet-mix process.
   5. Water-reducing, set-controlling admixture may be used. Meets ASTM C 494.

REINFORCEMENT

A. Collated fibrillated-polypropylene fibers shall meet the requirements of ASTM C 116/C 116M Section 4.1.3 Type II

B. Length of fibers: 1.5 inches
C. Quantity: 1.5 pounds per cubic yard.
D. 1.5 pounds per cubic yard of ¾ inch fiber is also acceptable.

CURING MATERIALS

A. Curing Compound: ASTM C 309.

BATCHING AND MIXING

A. Mix:
   1. Compressive strength: 600 psi at 8 hours age and 4,000 psi at 28 days based on 3- by 3-inch cores.
   2. Consistency:
      a. Wet-mix process: Maximum 3-inch slump.

B. Batching
   1. Wet-mix process: Manufacture in accordance with ASTM C 94.

MIXING

A. Wet-mix process: Manufacture in accordance with ASTM C 94.

Subsection 601.09 Forms, 601.12 Placing Concrete, and 601.13 Curing Concrete Other Than Bridge Decks shall be revised as follows:

Field-cured cylinders may be used in lieu of maturity meters for determining concrete compressive strength for form removal, loading, opening to traffic, backfilling, or curing, unless otherwise specified in the plans or Project Special Provisions.

Subsection 601.12 shall include the following in subsection (a) General:

Hand finishing concrete will be permitted only when performed under the direct supervision of a craftsman holding the following certificate: ACI Concrete Flatwork Finish and Technician or other similar approved certification program.

In subsection 601.13 add the following at the end of the section:

For fiber-reinforced shotcrete, curing with a compound:
   1. Apply to concrete surface to provide a water-retaining film. Reapply as necessary to maintain a continuous, water-retaining film on surface for 28 days.
2. Thoroughly mix compound and spray apply in one coat to provide a continuous, uniform film over surface.
3. Do not exceed coverage rate of 150 square feet per gallon. Decrease coverage rate on rough surfaces as necessary to obtain required continuous film.
4. Ensure ample coverage on edges, corners, and rough surfaces.
5. Spray equipment and equipment performance subject to approval by the Engineer. Repair or replace equipment when directed by the Engineer.
6. Use personnel qualified in using specified spray technique, as determined by the Engineer, to perform application

Subsection 601.14 shall include the following in subsection (b) 4. Structural Concrete Coating.

Structural Concrete Coating material shall be from the CDOT Approved Product List with color matching Tammscoat Adobe with Fine White texture.

Subsection 601.17 shall be revised as follows:

These provisions apply to all concrete utilized in Mesa County including curb, gutter and sidewalks.
REVISION OF SECTION 614
TRAFFIC CONTROL DEVICES

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

Subsection 614.05 shall include the following:

The illuminated W1-4R signs as indicated on the plans shall be solar powered TAPCO BlinkerSign® Flashing LED Sign.

The BlinkerSign shall be manufactured by:

Traffic & Parking Control Co., Inc.
5100 West Brown Deer Road
Brown Deer, WI 53223
1-800-236-0112
Email: blinkersales@tapconet.com

The BlinkerSign shall be Model # 2180-C-00-117 or approved equal.

Each BlinkerSign assembly shall include sign and Day-Viz® Management System.

In subsection 614.14 include the following pay items:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solar Powered W1-4r BlinkerSign®</td>
<td>Each</td>
</tr>
<tr>
<td>Steel Sign Support (3lb/ft Green U-Channel)</td>
<td>Each</td>
</tr>
</tbody>
</table>

In subsection 614.14 delete the 4th paragraph and replace with the following:

All costs associated with the manufacturer’s representative (including testing, training and manuals) will not be measured and paid for separately but shall be included in the work.
REVISION OF SECTION 625
CONSTRUCTION SURVEYING

Section 625 of the Standard Specifications is hereby revised for this project as follows:

625.03 General.

Delete and replace with the following:

The Engineer will provide the necessary information for the Contractor’s Surveyor to determine proper horizontal and vertical control necessary to construct the project. Upon request, the Engineer will provide an electronic copy of the plans, in an AutoCAD compatible format, to the Contractor’s Surveyor to assist in project staking.

625.04 Contractor Surveying.

Delete the third sentence of the first paragraph.

625.10 Pay Quantities Measurements.

Delete and replace with the following:

The Engineer will perform all interim and final measurements deemed necessary by the County, with assistance from the Contractor, to determine contract pay quantities except for those requiring cross-sectioning by survey as required by Sections 203 & 206. Contractor will provide required cross-sections and volume calculations in accordance with those sections.

625.11 Survey Records.

Delete the second and third paragraphs and replace with the following:

As-Built Drawings and Survey. As the work progresses and throughout the duration of the project, the Contractor and/or its Surveyor shall be prepare and maintain a current set of As-Built Construction Drawings showing all changes and deviations from the drawings that were made in the constructed improvements. This shall include all changes in horizontal location and vertical elevation of all construction improvements, both underground and on the surface. The As-Built drawings shall be available to the Construction Manager at the job site during working hours.

The Contractor’s Surveyor shall then provide as-built surveys of with the following items:

1. All newly constructed pipelines (including pipe fittings and bends), culverts, utilities (installed by Contractor), appurtenances and structures, inverts in and out of structures, and the center of top of structures, shall be surveyed vertically and horizontally. Sanitary sewer service line top of pipe location will be provided at service wye, 45° bends, and clean-out. The pipe elevations, along with the northing and easting coordinates in accordance with the plan datum and baseline coordinates, shall be recorded on the As-Built Drawings.
2. Ditch grades (to assure proper drainage without ponding).
3. Any other items constructed in different location than that shown on the design plans.
All as-built surveys shall:

1. Be tied to the same primary and secondary control monuments as that of the construction staking.
2. Meet the same Minimum Construction Horizontal and Vertical Accuracy Tolerance as that of the construction staking.
3. Be performed with the same survey instruments types, methods and procedures as that of the construction staking.
4. Survey point files locations shall be identified on either the Field Red-Line plans or a separate copy of the construction plans.

As-Built information shall be neatly written or drawn in red ink on a clean set of plans. All plan set sheets shall be included in the as-built submittal, including those not changed or revised. The results of the as-built survey and the As-Built Drawings shall be provided electronically in PDF format, plus any point files and survey notes, along with a printed 11x17 paper copy of the As-Built Drawings.

**625.13 Basis of Payment.**

Add the following to the fourth paragraph:

Before final payment is made, the Contractor shall provide a set of as-built and Field Red-line records for the project.
REVISION OF SECTION 626
PUBLIC INFORMATION SERVICES

Section 626 of the Standard Specifications is hereby revised for this project as follows:

626.01 Description.

Add the following:

The Contractor shall provide the following public information services on an ongoing basis throughout the duration of the project:

At the preconstruction conference the Contractor shall designate a Public Information Manager (PIM) for the project. The PIM shall be available on every working day, on call at all times, and available upon the Construction Manager’s request at other than normal working hours.

The Contractor shall establish a local Public Information Office equipped with a telephone and an answering machine. The public information office may be located within the Contractor’s regular office provided that the telephone line is a local call line. A cellular phone line is acceptable. The answering machine shall provide an updated message each week concerning the forthcoming activities on the project and shall give the public information office hours and allow the recording of a message from the caller. The PIM shall check the answering machine at least twice a day. The PIM shall respond to questions concerning project activities and schedules, participate in and document meetings held with affected individuals, and maintain ongoing communication with businesses directly impacted by construction.

In coordination with Mesa County Engineering, the PIM shall notify media outlets via a press release as well as prepare and distribute fliers to Mesa County, Grand Valley School District #51, Mesa County Sheriff, Grand Junction Police (if within City limits), applicable Fire District and the residents within ½ mile radius of the project (or as directed by the Construction Manager) prior to beginning construction and for each major project activity. The flier shall be printed on orange paper and shall discuss the project’s ongoing work, the anticipated completion date and the schedule for the forthcoming month. The flier shall provide the name of the Contractor’s contact person and the telephone number and office hours of the Public Information Office. Fliers, and media releases, shall be provided to the Construction Manager, Mesa County Engineering, for review 7 calendar days prior to distribution.

The Contractor shall maintain a logbook of citizen and business contacts, including names, addresses, phone numbers, and subsequent action taken during construction and shall provide the Engineer a copy each week. All inquiries and complaints shall be followed up with either a return phone call, or a meeting, as warranted.

626.02 Basis of Payment

Add the following:

The Construction Manager will monitor the PIM and all public information services. When the Contractor provides acceptable public information services in accordance with these specifications, partial payments for the pay item Public Information Services will be made as the work progresses. Failure to provide acceptable public information services will result in withholding of payment for this item. These partial payments will be made at the same ratio as partial payments for mobilization.
Payment for Public Information Services will be full compensation for all fliers, public information office, telephone lines, and all other labor and materials required to complete the item, except signs. Signs will be measured and paid for in accordance with Section 630.

Payment will be made under:

<table>
<thead>
<tr>
<th><strong>Pay Item</strong></th>
<th><strong>Pay Unit</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Information Services</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>
REVISION OF SECTION 627
PAVEMENT MARKING

Section 627 of the Standard Specifications is hereby revised for this project as follows:

Add the following to subsection 627.01:

Modified Epoxy Pavement Marking Material shall be used on all permanent lane, edge and centerline striping. Preformed Thermoplastic Pavement Marking Material shall be used on all crosswalks, stop lines, legends and symbol markings.

The second and third paragraphs of subsection 627.03 (d) Temporary Pavement Markings item 2 shall be deleted and replaced with the following:

Temporary markings consisting of 2 foot long segments of retroreflective pavement marking tape, or raised pavement markers, shall be in place prior to opening to traffic. Temporary markings shall be at same spacing as existing permanent markings. Temporary markings should not remain in place for more than 14 days, unless otherwise approved by the Engineer.

Subsection 627.05 Modified Epoxy Pavement Marking shall be revised as follows:

Two coats of markings shall be applied at the specified rate. Pavement markings shall not be applied until a minimum of 7 days after completion of the new asphalt pavement.

Subsection 627.09 shall include the following:

Preformed Thermoplastic Pavement Marking stencils shall have a thickness of 125 mils. Marking shall be able to be applied at ambient and surface temperatures down to 32°F without any preheating of the pavement, special storage, preheating or treatment of the material before application. The top surface of the stencils (the same side as the factory applied surface beads) shall have an indicator system for the Contractor and inspector to properly gauge the correct amount of heat to apply during installation. The indicator system shall have a positive visual indication, such as indents closing together when the material has reached the correct installation temperature. The indicator system must also provide a positive, visual indication if the material has not reached the correct installation temperature.

All stencils shall have beads on the surface of the stencil. No reversible stencils will be allowed. All leading edges of stencils shall be beveled at a 45° angle. Stencil installation shall conform to manufacturer’s recommendations.

The Contractor shall be required to provide on-site training prior to installation of the first stencil. The training shall be conducted by an authorized manufacture representative. All crew members on the work site shall be certified by the stencil manufacture. The training shall include surface preparation and stencil installation for both hot bituminous pavement and concrete pavement. The training shall be coordinated with, and attended by CDOT project engineer and inspector. All costs associated with providing this training will not be measured and paid for separately, but shall be included in the work.

The Project Engineer may waive the training requirement if the specific crew members working on this project have extensive experience installing Preformed Thermoplastic Pavement Markings per these
specifications. The Contractor must submit a list of the crew members and proof of their prior experience to the Project Engineer in order for the training requirement to be waived.
REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL

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

630.10 Transportation Management Plan.

Add the following:

The Contractor shall submit for approval, a Traffic Control Plan (TCP) prepared by an American Traffic Safety Services Association (ATSSA) certified individual or a professional traffic engineer, consistent with the M.U.T.C.D. prior to, or at, the pre-construction meeting. The TCP shall include, but not be limited to, providing and maintaining all detours and providing access for residence and property owners at all times. When the project includes a road closure, the TCP shall include the placement of a variable message board to operate for a week prior to the road closure to notify the public of the road closure. The County shall provide comment and/or approval of the TCP. The contractor shall use the approved TCP for the Method of Handling Traffic (MHT).

630.11 Traffic Control Management.

Modify as follows:

During periods of static traffic control when there are not any changes in traffic control devices or operations, the inspection of traffic control devices and generation of the traffic control diary can be accomplished by the Contractor’s Superintendent or others serving in similar supervisory capacities that have completed the required traffic control training listed. Diaries may be submitted weekly documenting the daily inspections that have occurred during that time frame. Whenever traffic control is revised or flagging operations are conducted, a certified Traffic Control Supervisor will be required. All other duties of the Traffic Control Supervisor remain as specified.

630.14 Flagging and Pilot Car Operations.

Modify as follows:

Temporary portable rumble strips, meeting the requirements of subsection 630.07 (c), shall be used in advance of any flagger operation, when directed by the Engineer. Contractor's TCP shall show the use of three temporary rumble strips arranged in array and include warning signs of the presence of the rumble strips. Temporary portable rumble strips shall be removed at the end of each work day or when flagger operations are removed. Cost of providing and maintaining the temporary portable rumble strips shall be incidental to the cost of Traffic Control.

Delete all reference to reimbursement for flagging. Flagging will be considered incidental to the amount bid for Traffic Control.

630.17 Method of Measurement.

Delete in its entirety and replace with the following:

No separate measurements will be made in this item.
630.18 Basis of Payment.

Delete in its entirety and replace with the following:

Payment shall be full compensation for furnishing, erecting, cleaning, maintaining, moving, removing, and disposing of construction traffic control devices; flagging; pilot cars; and Traffic Control Management necessary to complete the work and in accordance with the Traffic Control Plan, Method of Handling Traffic and any approved revisions.

Traffic Control will be paid for as follows:

- 30 percent of the lump sum bid price upon first utilization,
- an additional 30 percent of the lump sum bid price when 50 percent of the original contract amount has been earned,
- an additional 30 percent of the lump sum bid price when 80 percent of the original contract amount has been earned, and
- the final 10 percent when the Project is substantially completed.

If traffic control diaries are not generated and submitted as required, the amount owed the Contractor will be reduced by 25%.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Control</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>
REVISION OF SECTION 641
SHOTCRETE

Delete subsection 641.01 and replace with the following:

641.01  This work consists of constructing pneumatically applied concrete and fiber reinforced concrete (FRS) onto designated surfaces at locations and thicknesses with the lines and dimensions shown on the plans or as designated by the Engineer.

Delete subsection 641.02, 1st paragraph and replace with the following:

Shotcrete proportioning and placement shall comply with the newest requirements of ACI 506.2, 506R and 506.1R, and the requirements of Section 601 (Class Shotcrete)

Subsection 641.02 shall include the following paragraph at the end of the 5th paragraph:

Where not in conflict with the standard special provisions, Mesa County standard provisions and project special provisions the following shall be included as reference standards for the FRS. Where conflicts occur the most stringent shall apply unless otherwise directed by the Engineer.

<table>
<thead>
<tr>
<th>ASTM C 33/C 33M-16e1</th>
<th>Concrete Aggregates</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASTM C 42/C 42M-16</td>
<td>Obtaining and Testing Drilled Concrete Cores and Sawed Beams of Concrete</td>
</tr>
<tr>
<td>ASTM C 94/C 94M-16b</td>
<td>Ready-Mixed Concrete</td>
</tr>
<tr>
<td>ASTM C 150-16el</td>
<td>Portland Cement</td>
</tr>
<tr>
<td>ASTM C 171-16</td>
<td>Sheet Materials for Curing Concrete</td>
</tr>
<tr>
<td>ASTM C 309-11</td>
<td>Liquid Membrane-Forming Compounds for Curing Concrete</td>
</tr>
<tr>
<td>ASTM C 1140/C 1140M-11</td>
<td>Preparing and Testing Specimens from Shotcrete Test Panels</td>
</tr>
<tr>
<td>ASTM C 1141-15</td>
<td>Admixtures for Shotcrete</td>
</tr>
<tr>
<td>ASTM C 1436-13</td>
<td>Materials for Shotcrete</td>
</tr>
<tr>
<td>ASTM C 1583/ C 1583M-13</td>
<td>Tensile Strength of Concrete Surfaces and the Bond Strength or Tensile Strength of Concrete Repair and Overlay Materials by Direct Tension</td>
</tr>
<tr>
<td>ASTM C 618-15</td>
<td>Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete</td>
</tr>
<tr>
<td>ASTM C 1602/C 1602M-12</td>
<td>Mixing Water Used in the Production of Hydraulic Cement Concrete</td>
</tr>
<tr>
<td>USBR M-47</td>
<td>Standard Specifications for Repair of Concrete, 2015</td>
</tr>
<tr>
<td>NSF 61-14a</td>
<td>Drinking Water System Components- Health Effects</td>
</tr>
</tbody>
</table>
In subsection 641.03 Submittals, Item (b) delete the 1st paragraph and replace with the following:

(b) Shotcrete Application Method Statement. The Shotcrete Application Method Statement shall indicate dry-mix process or wet-mix process and shall include drawings and notes describing equipment, procedures and sequences for shotcrete production, application, curing plan, applicable manufacturer's literature, engineering controls, protective clothing, eye protection, respiratory protection and air sampling, recommendations and other elements as necessary to check control program effectiveness.

Subsection 641.04 General shall include the following paragraph at the end of the 10th paragraph:

Placement:

A. Use an air compressor of ample capacity to maintain a supply of clean, dry air adequate for maintaining a uniform nozzle velocity.

B. Place shotcrete by pneumatic pressure from discharge nozzle held about 2 to 5 feet from the surface in a stream as normal as possible to surface being covered.

C. Rapidly gyrate nozzle while placing.

D. Place in layers having a thickness that assure complete adherence of shotcrete to the surface. Ensure the adequate bond is achieved between successive layers.

E. Remove and replace any shotcrete which sloughs or separates as determined by CM.

F. Prevent the formation of sand pockets in shotcrete. If sand pockets form, remove immediately and replace with suitable shotcrete at Contractor's expense.

G. Do not use rebound as shotcrete aggregate. Remove and dispose of rebound accumulations.

H. Placing shotcrete temperature: Ambient 40 degrees F and rising.

I. Do not place on frozen surfaces.

J. Keep applied shotcrete at a temperature greater than 40 degrees for a minimum of 3 days immediately following application.

K. If using accelerating hardener, do not exceed shotcrete temperature of 80 degrees F.

Subsection 641.06, first paragraph, item (a), replace the 4th sentences beginning with, “Test panels shall be,” with the following:

Test panels shall be produced in accordance with ASTM C 1140 Standard Practice for Preparing and Testing Specimens from Shotcrete Test Panels, shall be a minimum panel size of 18 inches by 18 inches by 4 inches thick and shall provide the reinforcement of the same size, grade, and volume as specified.

Subsection 641.06, fourth paragraph item (1), replace the 1st sentence with the following:

The Contractor shall take cores following the procedures of ASTM C1604 and ASTM C 42 at locations designated by the Engineer.

Subsection 641.06, add the following item to the end of the section:

(d) Maintaining 4-inch thickness:

1. The Engineer will closely monitor the volume of shotcrete placed on a daily basis and notify the Contractor of overages or shortages of the plan alignment and layout area quantity.

2. Contractor shall make adjustments to the placement procedure and quality control measures to correct the situation to the satisfaction of the Engineer prior to placing additional shotcrete.
(c) If selected shotcreting system fails to provide satisfactory in-place shotcrete as determined by the Engineer, unsatisfactory material shall be removed at Contractors expense and Contractor shall provide a re-demonstration of the nozzleman's proficiency or provide a new certified nozzleman.

In subsection 641.07, add the following paragraph to the end of the subsection:

Shotcrete for the thickened edge at the liner end anchor shall be included in the cost of the liner end anchor.
REVISION OF SECTION 712
MISCELLANEOUS

Subsection 712.08 shall include the following:

**Canal Lining Geomembrane**

Geomembrane for the canal lining shall meet or exceed the following:

<table>
<thead>
<tr>
<th>Geomembrane Reference Standards</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ASTM D 882-12</td>
<td>Tensile Properties of Thin Plastic Sheeting</td>
</tr>
<tr>
<td>ASTM 1004-13</td>
<td>Tear Resistance (Graves Tear) of Plastic Film and Sheeting</td>
</tr>
<tr>
<td>ASTM D 1204-14</td>
<td>Linear Dimensional Changes of Nonrigid Thermoplastic Sheeting or Film at Elevated Temperature</td>
</tr>
<tr>
<td>ASTM D4533-11</td>
<td>Trapezoid Tearing Strength of Geotextiles</td>
</tr>
<tr>
<td>ASTM D 1593-13</td>
<td>Nonrigid Vinyl Chloride Plastic Film and Sheeting</td>
</tr>
<tr>
<td>ASTM D 1603-14</td>
<td>Carbon Black Content in Olefin Plastics</td>
</tr>
<tr>
<td>ASTM D 1790-14</td>
<td>Brittleness Temperature of Plastic Sheeting by Impact</td>
</tr>
</tbody>
</table>

**Submittals**

The Contractor shall submit a certified test report from the manufacturer in accordance with subsection 106.13 including all data necessary to verify compliance with this specification.

Submit the following:

A) Qualifications of Installer including welder(s):
   1) Name and address of the geomembrane installer
   2) Evidence of experience of the installer, as required above.
      a) List of completed facilities. Each entry in the list shall specify:
         i) Name and purpose of the facility
         ii) Location
         iii) Total square footage of the installation
         iv) Date of installation
         v) Owner
         vi) Project manager
         vii) Designer
         viii) Fabricator
   3) Name and telephone number of the contact at the facility who can discuss the project.
4) Onsite personnel experience (Installation Supervisor and Welders)
   a) Resumes, including dates and duration of employment and pertinent experience, information which shall demonstrate that the installer's onsite personnel have the qualifications listed above.

B) Details of PVC installation:
   1) Plans and drawings for PVC installation, including:
      a) Anchoring and attaching to structures.
      b) Equipment and procedures for handling and installing panels.
      c) Equipment and procedures for continuous seaming.
      d) Equipment and procedures for field testing the adequacy of seaming equipment and seams.
      e) Details of equipment, products, and procedures for cleaning, protecting, and repairing the PVC and seams.

Delivery Storage and Handling
A) Geomembrane labeling, shipment and storage shall follow ASTM D4551 as modified according to this Specification.
B) Product labels shall be placed on the top of panels such that they can be seen, clearly showing the fabricator or supplier name, product description, panel number, and panel dimensions.
C) Each panel of PVC shall include any additional information required to allow the Engineer to relate that panel with the manufacturing quality control and raw material quality assurance documentation. Additionally, if any special handling is required, it shall be so marked on the outside surface of the wrapping.
D) During storage, the geomembrane shall be placed on a stable, relatively flat, dry, well-drained surface. The geomembrane pallets shall not be placed on objects that may cause deformation of the geomembrane panels. Adequate space shall be left between stored panels, such that panel labels can be examined. The geomembrane shall be protected from the following:
   1) Site construction damage.
   2) Chemicals that are strong acids or bases.
   3) Flames, sparks, geomembrane temperatures in excess of 150° F.
   4) Any environmental condition that might damage the geomembrane.
E) If the Engineer determines the geomembrane is damaged, the contractor shall make all repairs and replacements in a timely manner, so as to prevent delays in the progress of the work.
F) Each fabricated PVC panel shall be accordion-folded in both directions or rolled on a 6 inch core.
   1) Folded panels shall be packaged in heavy cardboard or wood crates fully enclosed and protected to prevent damage during shipment and each crate is to be prominently marked in the same fashion as the panel within.
   2) Rolled panels shall be wrapped with a shrink film plastic.
G) Until needed, packaged factory fabricated panels shall be stored in their original unopened crates in a dry area, and protected from the direct heat of the sun, where possible.
H) Pallets should not be stacked.
I) Mark or tag PVC liner rolls with the manufacturer's name, lot number, roll number, and roll dimensions. Additionally, mark any special handling requirements such as "This Side Up" or "This Side Against Soil to be Retained" on the liner itself.
Products

PVC Geomembrane:
A) Domestic virgin PVC resin.
B) Plasticizer system: Ensure adequate resistance to mildew and bacterial degradation.
C) Stabilizers and biocides: Impart durability.
D) Water-soluble compounding ingredients: Prohibited.
E) Pigment:
  1) Carbon black to produce opaque film ranging from dark gray to black.
  2) Disperse carbon black evenly to produce uniform color.
F) Finish: Smooth, dull matte finish on both sides.
G) Uniform throughout and free from dirt, oil, foreign matter scratches, cracks, creases, bubbles, tears, holes, pinholes, or other defects which may effect serviceability.
H) Conform to requirements of Table PVC Geomembrane Physical Properties.
  1) Unless otherwise indicated, required values are minimum average roll values (MARVs) when tested in weaker principle direction.

<table>
<thead>
<tr>
<th>Geomembrane Physical Properties</th>
<th>Test Method</th>
<th>Required Values</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thickness</td>
<td>ASTM D 5199</td>
<td>30 mils+/- 1.5 mil</td>
</tr>
<tr>
<td>Tensile properties, min</td>
<td>ASTM D 882</td>
<td></td>
</tr>
<tr>
<td>Tensile strength at break</td>
<td>(Method A or B)</td>
<td>73 lbf/ inch</td>
</tr>
<tr>
<td>Elongation at break</td>
<td></td>
<td>380 percent</td>
</tr>
<tr>
<td>Modulus at 100 percent</td>
<td></td>
<td>32 lbf/ inch</td>
</tr>
<tr>
<td>Tear resistance</td>
<td>ASTM D 1004 (Die C)</td>
<td>8 lbf</td>
</tr>
<tr>
<td>Hydrostatic Resistance</td>
<td>ASTM D 751</td>
<td>100 psi</td>
</tr>
<tr>
<td>Dimensional stability</td>
<td>ASTM D 1204</td>
<td>Forall 3 percent</td>
</tr>
<tr>
<td>(15 min at 212 degrees F)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Low temperature brittleness</td>
<td>ASTM D 1790</td>
<td>minus 20 degrees F</td>
</tr>
</tbody>
</table>

Factory Fabrication:
A) Prior to factory seaming, all roll goods shall be inspected.
B) Factory seams shall be made with thermal welds. Chemically fused seams shall only be used for patching or short runs only.
C) All factory seams shall have a minimum overlap of one and one half inches (1-1/2") when fabricated.
D) Fabricated seams found to have less than the specified minimum overlap shall be rejected.

Inspection and Testing of Factory Seams:
A) Inspection:
E) All sheets and seems shall be 100% visually inspected during fabrication.
F) No defective seems shall be allowed.
G) All indicated repairs shall be made by the Fabricator before the panels are packaged for shipment.
B) Testing:
  1) In addition to visual inspection, a 48 inch sample shall be taken from each factory seam welding unit used in this work at the beginning of every work shift and every four hours of production thereafter.
2) The following quality control tests will be conducted on each sample:

<table>
<thead>
<tr>
<th>Property Test</th>
<th>Method</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shear Strength</td>
<td>ASTM D 882</td>
<td>58 lbs/in</td>
</tr>
<tr>
<td>Peel Strength</td>
<td>ASTM D 882</td>
<td>15 lbs/inch</td>
</tr>
</tbody>
</table>

3) A log shall be maintained showing the date, time, panel number and test results. Failure of the material and/or seams to meet all the requirements of these specifications may be cause for rejection of the PVC material and/or seams as appropriate.

4) The Fabricator shall provide the test results to the CM upon request.

Cured Live Rubber Cushioning Strip:
A) Sponge rubber strip for sealer gasket shall be type SCE-4 INeoprene/EPT/SBR, Closed Cell Medium, 1/8 inch thick, one side adhesive.
B) Place between concrete structures, batten strips and PVC Canal Liner.

Butyl Tape:
A) Adhesive, back compression butyl tape.
B) Place between concrete and liner surfaces.
C) Width: 2 inches
D) Thickness: ¼" Minimum for concrete

Metal Battens:
A) Batten strips shall be stainless steel.
B) Width of strips shall be two inches minimum, thickness shall be 0.25 inches minimum.
C) Fabricated with sharp projections removed, and edges cased and pre-drilled or punched for anchors.

Adhesive Anchors:
A) All-thread anchor rod, nut, washer, and adhesive capsule manufactured by HILTI, PO Box 21148, Tulsa OK 74121; Rawlplug Company, Two F .B. Powers Square, New Rochelle, NY I 0802; Williams form Engineering Corp., PO Box 7389, Grand Rapids, MI 49510, or equal as approved by the Engineer and shall have the following essential characteristics:
   1) Rods with rolled threads: Stainless steel, type 304, with stainless steel nut and washer.
   2) Resin adhesive capsules with hardener or injection type.
   3) Minimum bolt embedment length: 3 ½ inches. Unless indicated otherwise on the drawings for a specified size of bolt, follow the manufacturer's instructions for type anchors.
B) Expansion anchor bolts will not be considered as an alternative to adhesive anchors.

Prefabricated Fittings:
A) Prefabricated or field fabricated fittings for pipe penetrations, structure corners, and other non-standard areas shall be constructed with similar liner materials as the liner itself and seam methods as set forth in the Shop Drawing submittal and approved by the Engineer.
Canal Lining Geotextiles

Geotextiles for the canal lining shall meet or exceed the following:

Reference Standards

<table>
<thead>
<tr>
<th>Standard</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASTM D37861</td>
<td>Bursting Strength of Textile Fabrics - Diaphragm Bursting Strength Tesler Method</td>
</tr>
<tr>
<td>ASTM D4355 / D4355M-14</td>
<td>Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon Arc Type Apparatus</td>
</tr>
<tr>
<td>ASTM D4491-99a(2014)e1</td>
<td>Water Permeability of Geotextiles by Permittivity</td>
</tr>
<tr>
<td>ASTM D4533-11</td>
<td>Trapezoid Tearing Strength of Geotextiles</td>
</tr>
<tr>
<td>ASTM D4632/D4632M-08(2013)e2</td>
<td>Grab Breaking Load and Elongation of Geotextiles</td>
</tr>
<tr>
<td>ASTM D4751-12</td>
<td>Determining Apparent Opening Size of a Geotextile</td>
</tr>
<tr>
<td>ASTM D4833/D4833M-07(2013)e1</td>
<td>Index Puncture Resistance of Geomembranes and Related Products</td>
</tr>
<tr>
<td>ASTM D5261-10</td>
<td>Measuring Mass per Unit Area of Geotextiles</td>
</tr>
</tbody>
</table>

Submittals

The Contractor shall submit a certified test report from the manufacturer in accordance with subsection 106.13 including all data necessary to verify compliance with this specification.

The Contractor shall submit for approval by the Engineer, the method and equipment for use in thermally welding of the geotextile seams.

Delivery, Storage and Handling

A. Wrap geotextile rolls in relatively impermeable and opaque protective covers
B. Mark or tag geotextile rolls with manufacturer's name, product identification, lot number, roll number, and roll dimensions.
C. Protect geotextile from ultraviolet light exposure, temperatures greater than 140 degrees F (60 degrees C), precipitation or other inundation, mud, dirt, dust, puncture, cutting, or other damaging or deleterious conditions.
D. Elevate and cover material stored outside with waterproof membrane

Products

A. 10-Ounce Geotextile shall be Mirafi 1100N as manufactured by TC Mirali, Pendergrass, GA 30567, or equal
B. 12-Ounce Geotextile shall be Mirafi 1120N as manufactured by TC Mirafi, Pendergrass, GA 30567, or equal
C. Needle-punched, nonwoven geotextile comprised of long-chain polymeric filaments
composed of at least 85 percent, by weight, polyolefins or polyesters.

D. Orient filaments into stable network which retains its structure during handling, placement, and long-term service.

E. Stabilizers or inhibitors added to filament base material: Resist deterioration due to ultraviolet or heat exposure.

F. Geotextile edges: Selvaged or otherwise finished to prevent outer material from pulling away.

G. Conform to roll values listed in Table Geotextile Physical Properties.
   1. Values listed are minimum average roll values (MAR V's), unless otherwise noted.
   2. Test results for weaker principal direction shall meet or exceed minimum values listed in the table.
   3. Mass per unit area is a nominal value and is provided for information purposes only.

H. Direct exposure to sunlight: Withstand 14 days with no measurable deterioration.

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Required Values</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mass per unit area, Typical Value (oz/yd²)</td>
<td>ASTM D 5261</td>
<td>10</td>
</tr>
<tr>
<td>Grab tensile (lbs)</td>
<td>ASTM D4632</td>
<td>250</td>
</tr>
<tr>
<td>Elongation at break (percent)</td>
<td>ASTM D 4632</td>
<td>50</td>
</tr>
<tr>
<td>Trapezoidal tear (lbs)</td>
<td>ASTM D4533</td>
<td>100</td>
</tr>
<tr>
<td>Permittivity (sec⁻¹)</td>
<td>ASTM D 4491</td>
<td>0.8</td>
</tr>
<tr>
<td>Puncture Strength (lbs)</td>
<td>ASTM D 6241</td>
<td>700</td>
</tr>
<tr>
<td>Apparent opening size (minimum US Sieve No./maximum opening size)</td>
<td>ASTM D 4751</td>
<td>100</td>
</tr>
<tr>
<td>UV resistance - tensile strength retained at 500 hours, minimum (percent)</td>
<td>ASTM D4355</td>
<td>70</td>
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</table>
**SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

<table>
<thead>
<tr>
<th>State Agency</th>
<th>Encumbrance Number</th>
<th>CMS Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Local Affairs</td>
<td>F20S8930</td>
<td>141529</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee</th>
<th>Grant Award Amount</th>
<th>Retainage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mesa County</td>
<td>$848,085.00</td>
<td>$42,404.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Number and Name</th>
<th>Performance Start Date</th>
<th>Grant Expiration Date</th>
</tr>
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<tbody>
<tr>
<td>EIAF 8930 – Mesa 16-Q.5 Bridge Replacement and Road Improvements</td>
<td>The later of the Effective Date or August 26, 2019</td>
<td>October 31, 2021</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Program Name</th>
<th>Funding Source</th>
<th>Catalog of Federal Domestic Assistance (CFDA) Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Project consists of completing improvements to the 16-Q.5 Bridge.</td>
<td>Energy &amp; Mineral Impact Assistance Program (EIAF)</td>
<td>STATE FUNDS</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DOLA Regional Manager</th>
<th>Funding Account Codes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kimberly Bullen, (970) 248-7333, (<a href="mailto:kimberly.bullen@state.co.us">kimberly.bullen@state.co.us</a>)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DOLA Regional Assistant</th>
<th>VCUST#</th>
<th>Address Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leah Smith, (970) 248-7313, (<a href="mailto:leah.smith@state.co.us">leah.smith@state.co.us</a>)</td>
<td>14273</td>
<td>AD004 EFT</td>
</tr>
</tbody>
</table>

**THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT**

**DEPARTMENT OF LOCAL AFFAIRS**

Program Reviewer

By: Tara Tubb, EIAF Program Manager

Date: 8/29/2019 | 8:21 AM MDT

**STATE OF COLORADO**

Jared S. Polis, Governor

DEPARTMENT OF LOCAL AFFAIRS

Rick M. Garcia, Executive Director

By: Natrice Bryant, Executive Director

Date: 8/29/2019 | 9:32 AM MDT

In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).

**STATE CONTROLLER**

Robert Jaros, CPA, MBA, JD

By: Yingtse Cha, Controller Delegate

Department of Local Affairs

Effective Date: 8/29/2019 | 3:15 PM MDT
TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Reserved.

3. AUTHORITY

Authority to enter into this Grant Award Letter exists in the law as follows:

A. Reserved.

B. State Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof.
EIAF 8930 – Mesa 16-Q.5 Bridge Replacement and Road Improvements

remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Grant Award Letter is funded, in whole or in part, with State funds.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. Reserved.

B. Reserved.

C. “CORA” means the Colorado Open Records Act, §§24-72-200.1 et. seq., C.R.S.

D. “Exhibits” means the following exhibits attached to this Grant Award Letter:
   i. Exhibit B, Scope of Project
   ii. Exhibit G, Form of Option Letter

E. “Extension Term” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter, an amendment, or an Option Letter.

F. Reserved.

G. Reserved.

H. “Goods” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

I. “Grant Award Letter” or “Grant” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

J. “Grant Expiration Date” means the Grant Expiration Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

K. “Grant Funds” or “Grant Award Amount” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

L. “Incident” means any accidental or deliberate event that results in, or constitutes an imminent threat of, the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

M. “Initial Term” means the time period between the Performance Start Date and the initial Grant Expiration Date.

N. Reserved.

O. “Other Funds” means all funds necessary to complete the Project, excluding Grant Funds. Grantee is solely responsible for securing all Other Funds.

P. “Party” means the State or Grantee, and “Parties” means both the State and Grantee.
Q. “Performance Start Date” means the later of the Performance Start Date or the Execution Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.

R. Reserved.

S. Reserved.

T. Reserved.

U. “Project” means the overall project described in Exhibit B, which includes the Work.

V. “Project Budget” means the amounts detailed in §6.2 of Exhibit B.

W. Reserved.

X. Reserved.

Y. “Services” means the services performed by Grantee as set forth in this Grant Award Letter, and shall include any services rendered by Grantee in connection with the Goods.

Z. “State Confidential Information” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to State personnel records not subject to disclosure under CORA.

AA. “State Fiscal Rules” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

BB. “State Fiscal Year” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

CC. “State Records” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

DD. Reserved.

EE. “Subcontractor” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.

FF. Reserved.

GG. Reserved.

HH. Reserved.

II. “Work” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

JJ. “Work Product” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.
5. **PURPOSE**

The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. The purpose of this Grant is described in Exhibit B.

6. **SCOPE OF PROJECT**

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit B. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

7. **PAYMENTS TO GRANTEE**

A. **Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.

i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Grant Award Letter or an executed Option Letter showing the new Grant Award Amount.

ii. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.

iii. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

B. **Erroneous Payments**

The State may recover, at the State’s discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Grant Award Letter, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. **Matching Funds**

Grantee shall provide the Other Funds amount shown on the Project Budget in Exhibit B (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal-year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.
D. Reimbursement of Grantee Costs

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Project Budget in Exhibit B.

i. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee’s final reimbursement request or invoice. Any Grant Funds remaining after submission and payment of Grantee’s final reimbursement request are subject to de-obligation by the State.

8. REPORTING – NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out period described in §7.E.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee’s office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee’s performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall monitor Grantee’s performance in a manner that does not unduly interfere with Grantee’s performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.
10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee’s own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security (http://oit.state.co.us/ois) and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State’s principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee’s reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.
11. CONFLICTS OF INTEREST
Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State’s interests and absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration.

12. INSURANCE
Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the “GIA”). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES
In addition to any remedies available under any Exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State’s sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION
Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

15. NOTICES AND REPRESENTATIVES
Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION
Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY
Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C.
Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State’s risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. GENERAL PROVISIONS

A. Assignment

Grantee’s rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee’s rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Order of Precedence

In the event of a conflict or inconsistency between this Grant Award Letter and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. Any executed Option Letter

ii. The provisions of this Grant Award Letter.

iii. The provisions of any exhibits to this Grant Award Letter.
G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties’ respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party’s failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Reserved.

L. Digital Signatures

If any signatory signs this Grant using a digital signature in accordance with the Colorado State Controller Contract, Grant, and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Grant by reference.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK
1. PURPOSE
   1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist
corporations that are socially and/or economically impacted by the development, processing,
or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK
   2.1. Project Description. The Project consists of completing improvements to the 16-Q.5 Bridge.
   2.2. Work Description. Mesa County (Grantee) will hire a qualified contractor to complete improvements
to the 16-Q.5 Bridge located east of the City of Fruita. The Project will include approximately 60 feet
of construction of a new bridge and replacement of approximately 1,500 linear feet of roadway to
correct the alignment problems. Grantee will own all improvements and, in accordance with §9 below,
a contractor will be hired to complete the Work.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required
documentation to DOLA as specified herein.
   2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate
Grantee’s expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant.
DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying
with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: site prep, labor and materials costs, bond and
insurance costs, bid advertisements, attorney’s fees, and right-of-way acquisition costs.

3. DEFINITIONS
   3.1. Project Budget Lines.
      3.1.1. “Construction/Improvement of Public Roadways” means labor and materials costs, bond and
      insurance costs, bid advertisements, attorney’s fees, and right-of-way acquisition costs.

   3.2. “Substantial Completion” means the Work is sufficiently complete in accordance with the Grant so it
can be utilized for its intended purpose without undue interference.

4. DELIVERABLES
   4.1. Outcome. The final outcome of this Grant is construction of approximately 1,500 linear feet of
roadway and 60 feet of the 16-Q.5 Bridge.

   4.2. Service Area. The performance of the Work described within this Grant shall be located in Mesa
County, Colorado.

   4.3. Performance Measures. Grantee shall comply with the following performance measures:

<table>
<thead>
<tr>
<th>Milestone/Performance Measure/Grantee will:</th>
<th>By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide DOLA with Project Timeline</td>
<td>Within 30 days after the Effective Date of this Grant Award Letter.</td>
</tr>
<tr>
<td>Put Project out to bid.</td>
<td>Within 45 days after the Effective Date of this Grant Award Letter.</td>
</tr>
<tr>
<td>Award and finalize subcontract(s) and/or sub-grant(s).</td>
<td>Within 90 days after the Effective Date of this Grant Award Letter.</td>
</tr>
</tbody>
</table>
4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (Exhibit G).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in §6.2, or move Other Funds between and among budget lines, so long as the total amount of such “Other Funds” is not less than the amount set forth in §6.2 below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment or option letter. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per §6.2 of this Exhibit B Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Year</th>
<th>Due Date</th>
<th>Pay Request Due</th>
<th>Status Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>3rd (Jul-Sep)</td>
<td>2019</td>
<td>October 30, 2019</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>4th (Oct-Dec)</td>
<td>2019</td>
<td>January 30, 2020</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>1st (Jan-Mar)</td>
<td>2020</td>
<td>April 30, 2020</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>2nd (Apr-Jun)</td>
<td>2020</td>
<td>July 30, 2020</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>3rd (Jul-Sep)</td>
<td>2020</td>
<td>October 30, 2020</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>4th (Oct-Dec)</td>
<td>2020</td>
<td>January 30, 2021</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>1st (Jan-Mar)</td>
<td>2021</td>
<td>April 30, 2021</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>2nd (Apr-Jun)</td>
<td>2021</td>
<td>July 30, 2021</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>3rd (Jul-Sep)</td>
<td>2021</td>
<td>October 30, 2020</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>4th (Oct-Dec)</td>
<td>2021</td>
<td>January 30, 2022</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.
5. **PERSONNEL**

5.1. **Responsible Administrator.** Grantee’s performance hereunder shall be under the direct supervision of Connie Hahn, Public Works Operations Manager, connie.hahn@mesacounty.us, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. **Other Key Personnel.** NONE. Such key personnel shall be updated through the process in §5.3.

5.3. **Replacement.** Grantee shall immediately notify the State if any key personnel specified in §5 of this Exhibit B cease to serve. All notices sent under this subsection shall be sent in accordance with §15 of the Grant.

5.4. **DLG Regional Manager:** Kimberly Bullen, (970) 248-7333, (kimberly.bullen@state.co.us)

5.5. **DLG Regional Assistant:** Leah Smith, (970) 248-7313, (leah.smith@state.co.us)

6. **FUNDING**

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

6.1. **Matching/Other Funds.** Grantee shall provide at least 50% of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee’s contribution are noted in the “Other Funds” column of §6.2 below. Increases to Grantee’s contribution to Total Project Cost do not require modification of this Grant Award Letter and/or Exhibit B.

6.2. **Budget**

<table>
<thead>
<tr>
<th>Budget Line(s)</th>
<th>Total Project Cost</th>
<th>Grant Funds</th>
<th>Other Funds</th>
<th>Other Funds Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line #</td>
<td>Cost Category</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Construction/Improvement of Public Roadways</td>
<td>$1,696,170</td>
<td>$848,085</td>
<td>$848,085 Grantee</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>$1,696,170</td>
<td>$848,085</td>
<td>$848,085</td>
</tr>
</tbody>
</table>

7. **PAYMENT**

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. **Payment Schedule.** If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

<table>
<thead>
<tr>
<th>Payment</th>
<th>Amount</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interim Payment(s)</td>
<td>$805,681</td>
<td>Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.</td>
</tr>
<tr>
<td>Final Payment</td>
<td>$42,404</td>
<td>Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.</td>
</tr>
<tr>
<td>Total</td>
<td>$848,085</td>
<td></td>
</tr>
</tbody>
</table>

7.2. **Interest.** Grantee or Subgrantee may keep interest earned from Grant Funds up to $100 per year for administrative expenses.
8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.5 of this Exhibit B.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee’s pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than $50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by
Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.
OPTION LETTER #Insert # Here

SIGNATURE AND COVER PAGE

<table>
<thead>
<tr>
<th>State Agency</th>
<th>Encumbrance Number</th>
<th>Option Letter CMS Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Local Affairs</td>
<td>Insert DLG encumbrance number for this Project</td>
<td>Insert CMS number for this Amendment</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee</th>
<th>Previous CMS #(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insert Grantee's Full Legal Name</td>
<td>Insert CMS number for orig Agreement, and any prior chg docs</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Number and Name</th>
<th>Grant Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insert DOLA's project number and name</td>
<td>Initial Award: $Insert orig award amt</td>
</tr>
<tr>
<td></td>
<td>Option Letter ## and date effective/spendable: $0.00</td>
</tr>
<tr>
<td></td>
<td>Option Letter ## and date effective/spendable: $0.00</td>
</tr>
<tr>
<td></td>
<td>Total Grant Amount: $Insert total award to date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DOLA Regional Manager</th>
<th>Prior Grant Agreement Expiration Date Month Day, Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Choose an item.</td>
<td>Current Grant Agreement Expiration Date Month Day, Year</td>
</tr>
<tr>
<td>DOLA Regional Assistant</td>
<td>Choose an item.</td>
</tr>
</tbody>
</table>

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

Each person signing this Option Letter represents and warrants that he or she is duly authorized to execute this Option Letter and to bind the Party authorizing his or her signature.

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

By: _________________________
Rick M. Garcia, Executive Director
Date: ______________

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _________________________
Yingtse Cha, Controller Delegate
Effective Date: ______________
1) OPTIONS: Choose all applicable options listed in §1 and in §2
   a. Option to extend (use this option for Extension of Time)
   b. Change in the Grant Award Amount within the current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)
   c. Budget Line Adjustment(s) – reallocation of awarded Grant Funds to Budget Line(s) (use this Option to redistribute existing Grant Funds between budget lines)

2) REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

   a. For use with Option 1(a): In accordance with Section 2(A) of the original Grant Award Letter between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Grantee’s Name, the State hereby exercises its option for an additional term beginning Insert start date and ending on Insert ending date. Tables in Sections 4.3 and 4.5.2 of Exhibit B are deleted and replaced with the following:

      | Milestone/Performance Measure | By: |
      |--------------------------------|-----|
      | Put Project out to bid.       | Within __ days of the Effective Date of this Grant Award Letter. |
      | Award and finalize subcontract(s) and/or sub-grant(s). | [give target date] |
      | Provide DOLA with Project Timeline | Within __ days of the Effective Date of the subcontract(s). |
      | Contractor mobilization/begin Work. | Within __ days of the Effective Date of the subcontract(s). |
      | Submit Quarterly Pay Requests | See §4.5.2 below |
      | Submit Quarterly Status Reports | See §4.5.2 below |
      | Submit Project Final Report | [give date certain] |

   b. For use with Option 1(b): In accordance with Section 7(A)(i) of the original Grant Award Letter between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Grantee’s Name, the State hereby exercises its option to increase/decrease Grant Funds awarded for this Project in an amount equal to amt of increase or (decrease), from beginning dollar amt to ending dollar amt. The Grant Award Amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter is hereby changed to ending dollar amt. The Budget table in Section 6.2 and the Payment Schedule in Section 7.1, both of Exhibit B, are deleted and replaced with the following:

      | Budget Line(s) | Total Project Cost | Grant Funds | Other Funds | Other Funds Source |
      |----------------|--------------------|-------------|-------------|-------------------|
      | Architectural/Engineering Services | $ 0.00 | $ 0.00 | | Grantee |
      | Construction/Improvement of Public Roadways | | | | Grantee |
      | Total | $ 0.00 | $ 0.00 | $ 0.00 |

   Payment Amount
   Interim Payment(s) | Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses. |
EIAF 8930 – Mesa 16-Q.5 Bridge Replacement and Road Improvements

Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.

<table>
<thead>
<tr>
<th>Final Payment</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

c. **For use with Option 1(c):** In accordance with Section 7(D)(i) of the original Grant Award Letter between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee’s Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in Section 6.2 of **Exhibit B** is deleted and replaced with the following:

<table>
<thead>
<tr>
<th>Budget Line(s)</th>
<th>Total Project Cost</th>
<th>Grant Funds</th>
<th>Other Funds</th>
<th>Other Funds Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural/Engineering Services</td>
<td>$ 0.00</td>
<td></td>
<td></td>
<td>Grantee</td>
</tr>
<tr>
<td>Construction/Improvement of Public Roadways</td>
<td></td>
<td></td>
<td></td>
<td>Grantee</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td></td>
</tr>
</tbody>
</table>

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK