MESA COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF TRANSPORTATION

Contract Documents
Including
Mesa County’s Proposal
For

*******

MESA COUNTY
2020
OVERLAY PROJECT

*******

Bid Packet No. __________

Physical Address:
971 Coffman Rd, Bldg B, 2nd Floor
Whitewater, Colorado 81527

Mailing Address:
P.O. Box 20,000
Dept. 5025
Grand Junction, Colorado 81502

Phone (970) 244-1807  Fax (970) 243-3519

RFP No. MCDT-OP-20-03043
Changes to 2019 Contract Documents for 2020

1) Changed Dates throughout contract.

2) Changed Scott McInnis as Chair of BOCC on Pg. C-5

3) Mix will be a 64-28 mix instead of the traditional 64-22.
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ADVERTISEMENT FOR BIDS
MESA COUNTY 2020 OVERLAY PROJECT

The County of Mesa, Colorado will receive sealed bids for the 2020 Overlay Project, RFP Number MCDT-OP-20-03043. Bids will be received at the Mesa County Division of Transportation, 971 Coffman Rd, Bldg B, 2nd Floor Conference Room #205, Whitewater, Colorado until 2:00 P.M., March 27, 2020, at which time and place all bids will be publicly opened and read aloud.

The contract documents and plans for overlaying roads in Mesa County, Colorado with Hot Mix Asphalt may be picked up at the following location, on March 5, 2020 after 1:00 P.M.

Mesa County Division of Transportation
971 Coffman Rd, Bldg B, 2nd Floor
Whitewater, Colorado 81527

This year’s Overlay Project includes replacement of Hot Mix Asphalt in various locations throughout Mesa County, Colorado. Due to requirements of the Americans with Disabilities Act (ADA) the contract will include concrete replacement. Concrete work will be completed before asphalt work begins on those projects that include concrete. Concrete work was added to this contract and is intended to facilitate scheduling and reduce conflicts resulting in a better job for the residents of Mesa County. Work on the concrete portion of this project will need to be coordinated with the utility companies and needs to be completed before school starts on August 10, 2020.

This Contract will be awarded to the lowest responsible bidder which is deemed to be in the best interest of the County.

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 a 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 ninety (90) 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 proposal.

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

Board of County Commissioners

Published March 4&5, 2020
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INSTRUCTIONS TO BIDDERS

1. Defined Terms
   Terms used in these Instructions to Bidders shall have the meanings assigned to them in the General Conditions.

2. Qualifications of Bidders
   Bidder shall be prepared to satisfy Owner as to their integrity, experience, equipment, personnel and financial ability to perform work specified.

3. Examination of Contract Documents and Site
   The Contract Documents may be examined at the following location:
   Mesa County Division of Transportation
   971 Coffman Rd, Bldg B, 2nd Floor
   Whitewater, CO 81527

   Before submitting his Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the sites to familiarize himself with local conditions that may in any manner affect performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations affecting performance of the Work; and (d) carefully correlate his observations with the requirements of the Contract Documents.

   The submission of a Bid will constitute an indisputable representation by the Bidder that he has complied with every requirement of this Article 3.

   The Contract Documents shall be considered to include this Document and the Mesa County Specifications for Road and Bridge Design and Construction.

4. Interpretations
   All questions about the meaning or intent of the Contract Documents shall be submitted to the Contract Administrator in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Contract Administrator as having received the bidding documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. Proposals
   All proposals must be submitted upon the blank forms in the Contract Documents. Additional copies may be obtained from the Division of Transportation.

   Proposals must be completed in ink or by typewriter or computer. Proposals that contain any additions, omissions, erasures, or alterations, or that contain irregularities of any kind may be rejected as informal.

   All signatures shall be handwritten, and no Proposal will be considered unless properly signed by the Bidder of his or its legally authorized agent or representative, with addresses given in the correct spaces provided in the Proposal.
Bids by corporations must be executed in the corporate name by the president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner. His title must appear under his signature.

All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda.

6. Prices
Bidders shall submit unit prices or lump sums for the work covered by the Contract Documents, together with any prices for alternate construction or materials, or other prices or data required by the Proposal if specified.

Each Bidder's Proposal shall cover complete work described in Contract Documents, including costs incidental thereto, unless specifically indicated otherwise.

7. Contract Time
The time for completion of the work contemplated will be as specified in the Proposal and the Special Conditions and it is understood that the completion of the work within this time is an essential part of this contract. No allowance will be made for delay or suspension of the work due to the fault of the contractor.

8. Submission of Bids
Bids shall be submitted no later than 2:00 P.M., March 27, 2020 at the office of the Mesa County Division of Transportation, 971 Coffman Rd, Bldg. B, 2nd Floor. Each Bidder shall prepare his Proposal, including supporting data.

Each Bidder will submit the following in a sealed envelope: Contract Documents which includes the Owner's copy of the Proposal, and such other items as may be required to accompany the Proposal.

The outside of the sealed envelope must be clearly marked with: the Bidder's name and address, the Owner's name and address, and the name of the project for which the Proposal is being submitted.

The Bidder should retain a loose Duplicate Copy of Bid for his records.

9. Bid Security
A bid Security in the amount of five percent (5%) of the bid total shall be provided with each bid. The required security must be in the form of a certified or bank cashier's check made payable to Owner or bid bond issued by a surety licensed to conduct business in the state where the Project is located. The Bid Security of the successful Bidder will be retained until he has executed the Agreement and has furnished the required Contract
Security within seven (7) days of the Notice of Award. The Owner may annul the Notice of Award for non-performance and the Bid Security will be forfeited. All bid securities will be held until a contract has been awarded by the Mesa County Commissioners.

10. Modification and Withdrawal of Bids
Bids may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

11. Bids to Remain Open
All bids shall remain open for ninety (90) days after the day of the bid opening.

12. County Representatives

Peter M. Baier, P.E.  
Public Works Director  
200 South Spruce St  
P.O. Box 20,000  
Dept 5013  
Grand Junction, CO 81502-5013  
970-244-1765

Rudy G. Bevan  
Road Supervisor  
971 Coffman Rd, Bldg B, 2nd Floor  
Whitewater, CO 81527

Matt Nichols  
Contract Administrator  
971 Coffman Rd, Bldg B, 2nd Floor  
Whitewater, CO 81527

P.O. Box 20,000  
Dept 5025  
Grand Junction, CO 81502-5025  
970-244-1807
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The undersigned bidder, having examined the plans, specifications, and other Contract Documents as designated, and any addenda thereto, 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 Proposal 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 County 2020 Overlay Project to furnish all required materials, tools, equipment, and plant, 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:

TOTAL BASE BID, Overlay Projects 1 through 11 (14.54 miles) And Concrete Projects 100C through 148C

"Total Base Bids" are to be in both words and figures. In the case of discrepancy, the amount shown in words will govern.

TOTAL


TOTAL $
### SUMMARY OF APPROXIMATE QUANTITIES

**Overlay Quantities**
- Manhole Adjustments (each) ..............................................(estimate) 8
- Valve Box Raised (each) .......................................................... 1
- Survey Monument Box Installations (each) .......................6
- Intersections (each) .................................................................11
- Geosynthetics (Forta-Fi or ACE Fiber) (square yards)87,832
- Prime Coat (Gallons) .............................................................9960.23
- Milling (Square Yards) .........................................................902.22
- Shoulder Gravel Class 6 (tons) .................................3895.27
- Asphalt Cement Binder (tons) ..............................1344.63
- Hot Mix Asphalt Grading SX (tons) .......................22410.51

**Concrete Quantities**
- 24.0 inch Gutter Pan (linear foot) ..............................2701
- 30.0 inch Mountable Curb and Gutter (Linear foot)......198
- 72.0 inch Curb Gutter and Sidewalk (linear foot)........111.5
- 72.00 inch Mountable Curb Gutter and Sidewalk (LF).267.5
- 78.00 inch Curb Gutter Sidewalk (Linear foot)..........3.5
- 78.00 inch Mountable Curb Gutter and Sidewalk (LF)....34
- 84.00 inch Curb Gutter and Sidewalk Linear foot)......25

**Flat Work**
- Flat Work (square foot) .................................................351
- 60 inch Cross Drain (square foot) ........................450
- 72 inch Cross Drain (square foot) ...........................358.75
ADA Ramps (each) .................................................................30
Landscaping Repair/Replacement (linear foot) ............3500

The undersigned bidder proposes to sublet the following work:

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The undersigned bidder acknowledges the right of the County to reject any and all bids submitted and to waive informalities therein.

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.

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 work shall be completed within 90 calendar days of the date of Notice to Proceed.

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 ninety (90) 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 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 Division Director, another satisfactory surety company will be furnished.

Dated at ________________ this _____ day of __________, 2020.

Signature of Bidders:

If an individual: ________________________________ doing business
As __________________________________________

If a partnership: ________________________________
by __________________________________________ member of the firm.

If a corporation: ________________________________
by __________________________________________

Corporate Seal:

ATTEST: ______________________________________

Title: __________________________________________

Business Address of BIDDER ________________________________

__________________________________________

__________________________________________
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: ________________________________
   ____________________________________________________________

3. When Organized: ________

4. If a corporation, where incorporated: ______________________________

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

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

7. General character of work performed by your company: ______________
   __________________________________________________________________

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

9. Have you ever defaulted on a contract? ________ If so, where and why? ________
   __________________________________________________________________

10. List the more important projects recently completed by your company, stating the approximate costs for each, and the month and year completed:
    __________________________________________________________________

11. List your major equipment available for this contract: ________________
    __________________________________________________________________
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12. Describe your experience in construction work similar in importance to this project:


13. Describe the background and experience of the principal members of your organization, including the officers:


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

Dated at: _______ This ______ day of _______ , 2020

________________________________________
(Name of Bidder)

By: __________________________
Title: __________________________

State of __________________________

ss.
County of __________________________

__________________ being duly sworn deposes and says that he is __________________________ of __________________________ and that the answers to the foregoing questions therein contained are true and correct.

Subscribed and sworn to before me this _______ day of _______ , 2020.

________________________________________
Notary Public

My commission expires __________________________
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NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS
AND
CERTIFICATION BY CONTRACTOR

ICRC-1
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 ________________, 2020.

[CONTRACTOR]

By: __________________________________________
    Printed Name

______________________________________________
    Signature

______________________________________________
    Title
NOTICE OF AWARD

To: ____________________________________________

(Contractor)

____________________________________________

____________________________________________

____________________________________________

Project Description: ____________________________The County has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated March 4&5, 2020 and Instructions to Bidders.

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 Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice of Award.

If you fail to execute said Agreement and to furnish said 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 ________, 2020.

Mesa County Division of Transportation

By: ____________________________________________

Title: __________________________________________

Address: 971 Coffman Rd, Bldg B, 2nd Floor

Whitewater, CO 81527

Telephone: (970) 244-1807

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By: ______________________________ This the ______ day of ____________, 2020.

By: ______________________________ Title: ______________________________

NA-1
CONTRACT

COUNTY OF MESA
STATE OF, COLORADO

This CONTRACT made and entered into this ______ day of ______, 2020, by and between the COUNTY OF MESA, COLORADO, party of the first part, hereinafter in the Contract Documents referred to as the "County" or “Owner” and ________________________________, hereinafter in the Contract Documents referred to as the "Contractor", party of the second part.

WITNESSETH, that the County advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the Project described by the Contract Documents and known as Mesa County 2020 Overlay Project; and

WHEREAS, the Contract has been awarded to the above named Contractor by the County, and said Contractor is now ready, willing and able to perform all Work in accordance with said advertisement and his proposal;

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 covenant and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the Contract or the Contract Documents, 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 his Contract as if they were set out verbatim and in full herein.

✓ Advertisement for Bids
✓ Instructions to Bidders
✓ Proposal
✓ Spread Sheet Overlay Schedule 2020
✓ Spread Sheet Concrete Schedule 2020
✓ Project (Location) Information Sheets
✓ Statement of Bidders Qualifications
✓ Immigration Compliance Certification
✓ Notice of Award
✓ Contract
✓ Performance, Payment and Maintenance Bond
✓ Notice to Proceed
✓ Certificate of Substantial Completion
✓ Change Order
✓ Addenda (if any)
✓ General Conditions
✓ Special Conditions
✓ Technical Specifications
✓ Exhibits (if any)
ARTICLE 2

Definitions: The definitions provided in the General Contract Conditions apply to the terms used in the Contract and all Contract Documents.

ARTICLE 3

Statement of Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and everything necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents.

ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Contractor agrees to undertake the performance of the Work under the Contract within (10) days after the date of the Notice to Proceed and agrees to fully complete said Work within the stipulated calendar days shown in the Article 3: Statement of Work and the Special Conditions, unless an extension of time is granted by the County in accordance with the provisions of Article 12, General Conditions.

ARTICLE 5

Liquidated Damages: In the event the Work is not completed in the time frames set forth as agreed upon, the Contractor further agrees to pay Liquidated Damages to the County as set forth in the Special Conditions; Paragraph 8, FAILURE TO COMPLETE WORK ON TIME. The Contractor acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal preceding the actual losses suffered by the County if the work is not completed on time. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as Liquidated Damages for delay, but not as a penalty, the Contractor shall pay to the County the amounts specified in the Special Conditions. If the Contractor fails to pay such Liquidated Damages promptly upon demand, therefore, the Surety on the Performance Bond shall pay such damages. Also, the County may withhold or reduce payment of Contract price by all or part of such Liquidated Damages from any payments due the Contractor.

ARTICLE 6

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.

ARTICLE 7

Terms of Payment: The Contractor shall accept as full and complete compensation for the performance and completion of all the Work specified in this Contract and the Contract Documents, the sum of ________________________________; ($__________) (the “Contract Price”). If this Contract contains unit pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted.
by the County at the unit prices quoted in the Bid Form. The Contract price shall not be modified except by Change Order.

Unless otherwise provided in the Special Conditions, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor on the forms provided and approved by the Contract Administrator. 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 Contract Administrator 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 Contract.

The County 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 Contract Administrator's recommendation of Payment. The County will pay at ninety-five percent (95%) of the calculated value of any application for payment as recommended by the Contract Administrator.

The withheld percentage of the contract price of any work completed may be retained until the contract is completed satisfactorily and finally accepted by the County. The County may authorize upon written request the final payment from the withheld percentage to the Contractor or any Subcontractor who have completed their work in a manner finally acceptable to the County, so long as satisfactory progress is being made in all phases of the contract. Any such reduction of the percentage retained will be with the written approval of the Contractor’s Surety.

Upon completion of the Work under the Contract, and prior to the final payment, the Contract Administrator and County shall publish, in a 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 Contract, 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 Contract.

It is the intent of the County, to make payment for partial payments in a timely manner as follows:
1. The Contractor shall submit his Application for Payment not later than the first day of the month.
2. The Contract Administrator will, within 15 days after receipt, submit the Application for Payment to the County for payment along with his Recommendation for Payment, noting any changes.
3. The Owner shall make a final settlement in accordance with §38-26-107 within 60 days after the contract is completed satisfactorily and finally accepted by the Owner.

ARTICLE 8

Bonds and Insurance: The Contractor furnishes currently herewith the bonds and insurance required by the Contract Documents, said bonds and insurance must be approved by the County and attached hereto. The Performance Bond will be an amount not less than one-hundred percent (100%) of the estimated aggregate payments to be made under the Contract 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 Contractor's overhead and profit, or fifty percent (50%) of the estimated aggregate payments to be made under the Contract, whichever is the greater. The Maintenance Bond will be so conditioned as to provide for the correction of workmanship for a period of eighteen months following final acceptance of the project, and shall cover not only the material but also the costs of removal, correction, re-construction and any other costs incurred in the repair of defective portions of the Work.

ARTICLE 9

Contract Binding: The County 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. The Contract Documents constitute the entire Contract between the County and the Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the County nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and specifically, the Contractor shall not assign any money due or to become due without the prior written consent of the County.
IN WITNESS WHEREOF, The County of Mesa, Colorado has caused this Contract 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 Contract the day and the year first mentioned herein.

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

THE COUNTY OF MESA COLORADO

By: ____________________________
    Scott McInnis, Chair
    Mesa County Commissioners

ATTEST:

______________________________
County Clerk

SECOND PARTY: ____________________________

______________________________

By: ____________________________
    ____________________________
    (Title)

Address: ____________________________

______________________________
Telephone Number: ________________

WITNESSES:

______________________________

______________________________
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PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

Know All Men by These Presents:

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 and truly to 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 construction of the work designated Mesa County 2020 Overlay Project in; Mesa County, in; the State of Colorado in conformity with the drawings, plans, and General Conditions, and specifications prepared by the Mesa County Department of Public Works, which Contract, drawings, plans, 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, Section 101 (et seq.) of the Colorado Revised Statues 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 Owner 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 way 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.
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IN WITNESS WHEREOF, said Principal and Surety have set their hands and seals at, ________
__________________________________________  this _______day of ______, 2020.

__________________________________________
Principal Contractor

By: _______________________________________

__________________________________________
Printed Name ,Title

By: _______________________________________

(Seal) ______________________________
Attest  Printed Name ,Title

Surety: _______________________________________

By: _______________________________________

__________________________________________
Printed Name ,Title

By: _______________________________________

(Seal) ______________________________
Attest  Printed Name ,Title

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NOTICE TO PROCEED

Date: ________________

Contractor: __________________________________________________________________________

Project: Mesa County 2020 Overlay Project

In accordance with the Contract dated _____________, the Contractor is hereby notified to begin work on the Project on or before ________________.

The time of completion shall be ___90____ Calendar days from the stated beginning date.

The date of completion as determined from the stated date and time is ____________.

MESA COUNTY DEPT OF PUBLICWORKS

By __________________________________________

Title _________________________________________

CONTRACTOR ACKNOWLEDGMENT

Receipt of this NOTICE TO PROCEED is hereby acknowledged:

Contractor: __________________________________________________________________________

By: _________________________________________________________________________________

Title: ______________________________________________________________________________

Date: ________________
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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner's Project No. ____________________________

Project: ____________________________

Contractor ____________________________

Contract for: ____________________________ Contract Date: __________

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To: Mesa County, Colorado Owner

and to: ____________________________ Contractor

The Work to which the Certificate applies has been inspected by authorized representatives of the County and Contractor, 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 ______ 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 Owner and Contractor for security operation, safety, maintenance, utilities, and insurance shall be as follows:

Responsibilities:

**Owner:**

Mesa County Division of Transportation  
P.O. Box 20,000, Dept 5025  
Grand Junction, CO 81502-5025

**Contractor:**

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

Executed by the County on _____________, 2020.

_________________________  
Contract Administrator

By:  

_________________________  
The Contractor accepts this Certificate of Substantial Completion on _____________, 2020.

_________________________  
Contractor

By:  

_________________________  
Contractors Representative

_________________________  
Print
## CHANGE ORDER

**Number:**

**Dated:**

**Project:** Mesa County 2020 Overlay Project

**Contractor:**

**Contract Date:**

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

### Nature of Changes:

<table>
<thead>
<tr>
<th>Project #</th>
<th>Pay Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost</th>
<th>Total Cost</th>
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<td></td>
<td>Manhole(s)</td>
<td>each</td>
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<td></td>
<td>Valve Box(es)</td>
<td>each</td>
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<td>Miles</td>
<td>Liner Ft Gutter Pan</td>
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<td><strong>TOTAL JOB COST</strong></td>
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</table>

These changes result in the following adjustments to the Contract:

### Contract Price:

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

### Contract Time:

- Prior to Change Order Number
- Decrease/Increase:
- Current Contract Time:

The above changes are approved:

- **Owner:** Mesa County Division of Transportation

- **By:** ____________________  **Date:** ____________________

The above changes are accepted:

- **Contractor:**

- **By:** ____________________  **Date:** ____________________

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SUMMARY OF CHANGE ORDERS

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

Original Contract Price: $________________________

Original Contract Time: _______ days (calendar days) (not later than) __________

<table>
<thead>
<tr>
<th>C.O. NUMBER</th>
<th>DATE</th>
<th>JOB NO</th>
<th>Amount (+ or -)</th>
<th>Time (+ or -)</th>
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</table>

NET CHANGE THIS C.O (+ or -)___________________________
NEW CONTRACT PRICE/TIME _____________________________

IF THIS C.O. IS EXECUTED
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SECTION 101
DEFINITIONS AND TERMS INDEX

Section 101 – Definitions – Pages 1-3
Section 102 – Bidding Requirements and Conditions – Page 4
Section 103 – Award and Execution of Contract – Page 5
Section 104 – Scope of Work – Pages 6-12
Section 105 – Control of Work – Pages 13-21
Section 106 – Control of Material – Pages 22-25
Section 107 – Legal Relations and Responsibility to Public – Pages 26-27
Section 108 – Prosecution and Progress – Pages 28-29
Section 109 – Measurement and Payment – Pages 30-37
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REVISION OF SECTION 101
DEFINITIONS AND TERMS

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 as the “Department”, shall mean Mesa County except when in reference to 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.

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.
101.51 **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 or 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.
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.

DT-9
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-Construct 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; or
☐ 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.

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. Owner 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:

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(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 prepare 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) Eighteen Month 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 eighteen months 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 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.
REVISION OF SECTION 106
CONTROL OF MATERIAL

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, delete first and second sentence and replace with the following:

The Contractor is responsible for Process Control (Quality Control) testing of work performed and shall implement whatever procedures, methods, testing, surveying, and supervision that are necessary in order to insure that the work conforms to the Plans and Specifications. Any references in Division 200 through 700 Specifications that state testing to be done by Department or CDOT shall be considered to be testing required to be done by the Contractor. The Contractor shall provide a copy of their testing program to the Construction Manager prior to the start of construction. This program shall include systematic inspection and testing of the workmanship and materials during the construction to assure the Owner that the Contractor is providing work that is in conformance with the Plans and Specifications.

Owner may provide third party verification testing and inspections at their discretion. Such testing does not relieve Contractor of responsibility to provide Process Control testing and inspections.

In subsection 106.03, delete the third, fifth and sixth paragraphs and replace with the following:

Sampling and testing will be done in accordance with the minimum sampling, testing, and inspection schedule shown in Table 106-1 or as specified in the Project Special Provisions. Testing and samples shall be taken in the presence of the Construction Manager unless otherwise authorized.

The Contractor is directed to the latest version of the CDOT Field Materials Manual for testing procedures and additional testing information. Asphalt core holes shall be filled and compacted with asphalt concrete mixture.

Prior to use of any material on the Project, the Contractor shall submit, for the Construction Manager’s approval, all test results and mix designs. The Contractor shall notify the Construction Manager 24 hours prior to any field tests of materials or workmanship so that the Construction Manager may witness such testing. The testing laboratory shall provide copies of all testing performed directly to the Construction Manager within 12 hours of completion of test results.

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.
All costs associated with Process 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.
### TABLE 106-1 Sampling, Testing and Acceptance Requirements

<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>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>Moisture-Density Curve LA Abrasion R-Value</td>
<td>1 per source</td>
<td></td>
<td>LA Abrasion required for Class 6 only when used as riding surface</td>
</tr>
<tr>
<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>
<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 Minimum of 1 per pour</td>
<td>Point of final discharge</td>
<td>Test 2 at 7 days and 3 at 28 days.</td>
</tr>
</tbody>
</table>

Delete subsections 106.05 & 106.06.

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 Construction Manager 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 Contractor’s 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.

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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 is revised as follows:

Contractor is required to follow the requirements of this subsection except for the need for an Environmental Pre-construction Conference, submittal of a Spill Response Plan and submittal of a Method Statement for Containing Pollutant Byproducts.

Delete subsection 107.25(c).2.
REVISION OF SECTION 108
PROSECUTION AND PROGRESS

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.

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 is noted as required 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.
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. 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 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 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.
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The 2017 Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction and the CDOT Standard Plans, M& S Standards, July 2012, or latest revisions, as re-emphasized, supplemented or amended by these project special provisions shall govern the work of this project. The following Project Special Provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans. If a bid item is not included in the quantities, then work is considered incidental overall to the project.

CDOT Standard Specifications and Standard Plans have not been printed but are available on line at: [http://www.coloradodot.info/business/designsupport/construction-specifications/2017-Specs](http://www.coloradodot.info/business/designsupport/construction-specifications/2017-Specs)

**Project Special Provisions Section**

- Special Conditions – Pages 1-2
- Summary of Approximate Quantities – Pages 3-4
- Revision of Section 105 – Scope of Work – Page 5
- Revision of Section 109 – Measure and Payment – Page 6
- Revision of Section 202 – Removal of Structures and Obstructions – Pages 7-8
- Revision of Section 210 – Reset Structures – Pages 9-10
- Revision of Section 304 – Aggregate Base Course – Pages 11-12
- Revision of Section 401 – Plant Mix Pavements – General – Pages 13-23
- Revision of Section 403 – Hot Mix Asphalt – Pages 24-26
- Revision of Section 407 – Prime Coat, Tack Coat, and Rejuvenating Agent – Page 27
- Revision of Section 420 – Geosynthetics – Pages 28-29
- Revision of Section 601 – Structural Concrete – Page 30
- Revision of Section 602 – Reinforced Steel – Page 31
- Revision of Section 608 – Sidewalks and Bikeways – Pages 32-34
- Revision of Section 609 – Curb and Gutter – Pages 35-37
- Revision of Section 627 – Pavement Markings – Page 38
- Revision of Section 630 – Construction Zone Traffic Control – Page 39
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Project Special Provisions

1. **PROJECT DESCRIPTION** - The project includes the replacement of Hot Mix Asphalt in various locations throughout Mesa County, Colorado. Overlay Projects 1 through 11 (14.54 miles) as shown on the Overlay Schedule spreadsheet. The contract also contains concrete replacements, Concrete Projects 100C through 149C, as shown on the Concrete Schedule spreadsheet, which includes ADA Ramp replacements.

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 with 90 working days [or completion date] in accordance with the “Notice to Proceed.”

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 all canal systems. The Contractor shall work diligently from the time an existing area is first disturbed to completion.

Concrete work will be completed before asphalt work begins on those projects that include concrete. Work on the concrete portion of this project will need to be coordinated with the utility companies and needs to be completed before school starts on August 10, 2020.

Milling is to be done no more than two weeks before the road is paved. This time may be extended an additional week, for a total of three weeks, upon prior written permission from the Project Manager. The damages to the County for not paving within two weeks of milling, or three weeks with permission, shall be the amount shown in the schedule of liquidated damages in subsection 108.09. The lowest amount from the Calendar Day column shall be used and assessed to each project that is unpaved, per day, until paved.

Shoulder gravel is to be placed as specified in the spreadsheet Overlay Schedule 2020 and Project Information Sheets for each designated project no sooner than 72 hours after paving has been completed. However, shoulder gravel should be completed on each designated project no more than 2 weeks from the date the paving was completed for the designated project. This time frame may be extended by the prior written permission of the Project Manager. If the placement of shoulder gravel takes longer than two weeks from the date paving is completed, the County will have been damaged by the amount shown on the lowest amount from the Calendar Day column in the schedule of liquidated damages in subsection 108.09. This amount will be assessed each day that any designated project is not shouldered, until the day that shouldering is completed.

4. **PROJECT MANAGEMENT** - The Project Manager responsible for the administration of the construction for the Project is Matt Nichols who can be reached at (970)244-1673 or matthew.nichols@mesacounty.us. After award of the contract, all project notices, letters, submittals, and other communications directed to the Project Manager shall be addressed and mailed or delivered to:

Matthew Nichols
Mesa County Division of Transportation
P.O. Box 20,000, Dept. 5025
Grand Junction, CO 81502-5025
5. **NOTIFICATIONS** - It is the responsibility of the Contractor to notify all solid waste companies of the Contractor’s schedule. This is intended to accommodate trash pickup and removal by the companies who provide a service to Mesa County residents. No solid waste vehicles will be allowed on freshly overlain roads for a period of no less than 24 hrs.

It is the responsibility of the Contractor to notify residents who live along the affected roads, with door hangers approved by the Project Manager. Door hangers will be placed on the front door of the home a minimum of 48 hours and no more than 96 hour before work begins. Door hangers will not be placed in any mail box or on any mail receptacle.

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
SUMMARY OF APPROXIMATE QUANTITIES

See Approximate Quantities on Pg. 2 of the Proposal.

Bidders are cautioned that the estimated quantities in the Overlay Schedule and Concrete Schedule are approximate only and are prepared for the comparison of bids. The basis of payment will be actual quantities of Work performed and accepted. Significant changes in quantities will be paid in accordance with Section 104.02(c) and Section 109.03.
REVISION OF SECTION 105
SCOPE OF WORK

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

105.11 Cooperation with Utilities.

Revise as follows:

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 Project Manager. 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 109 of the Standard Specifications is hereby revised for this project as follows:

**109.04 Compensation for Changes and Force Account Work.**

Revise as follows:

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>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Force Account</td>
<td>Estimated Amount $ 5% of total Contract</td>
</tr>
</tbody>
</table>
SECTION 202  
REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Section 202 if the Standard Specifications are hereby revised for this project as follows:

202.02 General

Revise the seventh paragraph to read as follows:

Asphalt mat removed by planning shall remain the property of the County and shall be transported by the Contractor to the main shop for the district the work is performed in:

<table>
<thead>
<tr>
<th>District A</th>
<th>District B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fruita Shop</td>
<td>Whitewater Shop</td>
</tr>
<tr>
<td>916 19.50 Rd</td>
<td>971 Coffman Rd</td>
</tr>
<tr>
<td>Fruita, CO</td>
<td>Whitewater, CO</td>
</tr>
</tbody>
</table>

Add the following:

Tree removal includes the cutting down and hauling off the tree and any slash or other debris associated with the removal. The stump may be removed, cut 6 inches minimum below the surface and treated with a product to keep the tree from coming back or ground 6 inches minimum below the surface and treated with a product to keep the tree from coming back. Back filling the hole with appropriate soil and installing sod or landscaping similar to the location is considered part of the tree removal and is the responsibility of the contractor.

202.09 Removal of Asphalt Mat (Planing)

Add the following:

The existing asphalt mat shall be removed by in a manner that minimizes contamination of the removed mat with underlying material.

The Contractor is responsible for all potholes and repairs of remaining pavement after milling until such time that the new pavement is placed.

When milled surface is to be overlaid, the Contractor shall be responsible for recording the location of all existing striping prior to milling.

**Joints.** Transverse milled butt joints shall be placed in all locations where new asphalt will be joined to existing pavement. The location and width of all butt joints will be designated by the Engineer.

The Contractor shall install asphalt paper joints at all locations where milling the roadway creates a vertical edge greater than 1” in height. The paper joints shall be installed immediately following milling operations and prior to placing traffic on milled surface. The asphalt used in the paper joint shall be removed prior to placing the overlay. The cost of the paper joints shall be included in the unit price for the asphalt items and will not be measured or paid for separately.

**Milling at Obstructions.** When milling adjacent inlets that have a concrete edge protruding into the street, it shall be the Contractor’s responsibility to provide an approved marker or barricade to protect
vehicle tires from damage until the overlay is placed. **It shall be the Contractors responsibility to ensure millings, tack coat and/or HMA do not enter the storm drain system.**

**Temporary Pavement Marking Tape.** The Contractor shall be responsible for furnishing and placing temporary pavement marking tape when existing markings are removed during milling operation. The Contractor shall be responsible for furnishing and placing temporary pavement marking tape prior to the final roller pass. Pavement marking tape shall be placed on the seams of the new asphalt as determined by the record of existing striping. The cost of the marking tape and labor to install will be considered incidental to the work and will not be paid for separately.

**202.11 Method of Measurement.**

Delete the second paragraph and add the following to the third paragraph:

Removal of existing pavement markings will not be measured and paid separately but is considered incidental to the removal of the asphalt mat. Installation of temporary pavement markings and their removal prior to placement of new asphalt is considered inclusive to the work.

Concrete Grind will be measured by the square foot, completed to the required depth and accepted.

**202.11 Basis of Payment**

Add the following:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Removal of Asphalt Mat (Milling)</td>
<td>Square Yard</td>
</tr>
<tr>
<td>Concrete Grind</td>
<td>Square Foot</td>
</tr>
<tr>
<td>Tree Removal</td>
<td>Each</td>
</tr>
</tbody>
</table>
SECTION 210
RESET STRUCTURES

Section 210 if the Standard Specifications are hereby revised for this project as follows:

210.10 Adjust Structure.

Delete the third sentence of the paragraph and add the following:

Structures in the traveled roadway, including manhole covers, shall be adjusted to a tolerance of 1/8 inch to ¼” below the paved surface of the roadway. Final adjustment of all utility access points shall be completed within seven days from the time the finished roadway surface is completed.

The Contractor shall replace all manhole rims, lids, and valve box sections damaged or misplaced during construction with new materials complying with the requirements of the Utility’s specifications.

Manhole rings and covers shall be temporarily replaced with a round steel plate prior to paving with asphalt. Contractor can elect to pave over manhole covers with the use of a sand or paper separation to prevent asphalt from adhering to the cover. After paving, the manhole ring and cover shall then be reset to match the pavement surface using concrete or cast iron grade rings. Contractor will not be allowed to cut the manhole rings to fit existing manhole covers. Contractor shall use an appropriately sized paving ring in all cases. The manhole ring shall be set to final pitch and elevation using shims or other approved method and any spaces shall be filled with quick set grout with a compressive strength of 3000 psi in 1 hour. The roadway pavement around the manhole shall be patched by placing and compacting hot mix asphalt matching the project specified mix in 2 inch layers to the same thickness as the adjacent pavement.

Water valve boxes can be adjusted by the use of cast iron valve box extensions or by digging the valve box out after paving and raising the existing box. The valve box shall be set so that it is plumb over the operating nut of the valve. The roadway pavement around the valve box shall be patched by placing and compacting hot mix asphalt matching the project specified mix in 2 inch layers to the same thickness as the adjacent pavement.

At locations where a water-valve style box encloses a survey monument, the contractor shall supply a riser and adjust the valve box to grade using the same procedure as described above for water valve boxes. At locations where a survey monument is present and but no box or vault is in place, the Owner will supply an appropriate survey monument box. The contractor shall install the box in a manner that does not disturb or destroy the survey monument and the rim and lid are flush with the finished grade.

Add the following after subsection 210.11

210.11.1 Landscape Restoration

Landscaping is to be disturbed only to the extent necessary for concrete form placement. Contractor shall remove any adjacent landscaping, stockpile it during construction, protect from damage, and restore as directed.

Damaged or broken sprinkler systems will be repaired by the Contractor at no additional cost to the contract. Pipe connections shall be made with new materials. Sprinkler heads, pipe and appurtenances that are damaged during removal and/or storage shall be replaced with new materials of the same or better quality.
at the Contractor’s expense. Sprinklers, pipe, fittings and appurtenances that are not damaged by the Contractor, but are unsuitable for reuse, shall be replaced with new materials. Such materials will be either furnished by the property owner or paid for separately by the County.

210.12 Method of Measurement.

Add the following:

Adjust Structure items to be paid on an “each” basis and includes all work required to move structure, lower each manhole or valve box to below the surface during different phases and then adjusted each manhole or valve box up to final grade after paving operations are complete, cleaned, and accepted.

Reset Survey Monument item to be paid on an “each” and includes all work required to lower each box to below the surface during different phases and then adjusted each box up to final grade after paving operations are complete, cleaned, and accepted.

Landscape Restoration will be measured by the linear foot and includes all work required to remove, store, and replace all landscaping adjacent to the concrete removals.

210.13 Basis of Payment

Add the following:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reset Survey Monument Box</td>
<td>Each</td>
</tr>
<tr>
<td>Adjust Manhole</td>
<td>Each</td>
</tr>
<tr>
<td>Adjust Valve Box</td>
<td>Each</td>
</tr>
<tr>
<td>Landscape Restoration</td>
<td>Linear Foot</td>
</tr>
</tbody>
</table>
REVISION OF SECTION 304
AGGREGATE BASE COURSE

Section 304 if the Standard Specifications are hereby revised for this project as follows:

304.02 Aggregate.

Add the following:

Materials for the base course shall be Aggregate Base Course (Class 6) as shown in subsection 703.03 and in 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LL not greater than 35</td>
</tr>
<tr>
<td></td>
<td>Class 1</td>
</tr>
<tr>
<td>150mm (6&quot;)</td>
<td>100</td>
</tr>
<tr>
<td>100mm (4&quot;)</td>
<td></td>
</tr>
<tr>
<td>75mm (3&quot;)</td>
<td>95-100</td>
</tr>
<tr>
<td>60mm (2 ½&quot;)</td>
<td>100</td>
</tr>
<tr>
<td>50mm (2&quot;)</td>
<td>95-100</td>
</tr>
<tr>
<td>37.5mm (1.5&quot;)</td>
<td>90-100</td>
</tr>
<tr>
<td>25mm (1&quot;)</td>
<td>95-100</td>
</tr>
<tr>
<td>19mm (3/4&quot;)</td>
<td>50-90</td>
</tr>
<tr>
<td>4.75mm (#4)</td>
<td>30-65</td>
</tr>
<tr>
<td>2.36mm (#8)</td>
<td></td>
</tr>
<tr>
<td>75 mm (#200)</td>
<td>3-15</td>
</tr>
</tbody>
</table>

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

304.04 Placing.

Add 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.

The Contractor shall test shoulder gravel compaction by proof-rolling. If the compaction fails to meet the specifications of this Contract, the County may require further compaction to meet the requirements of this Contract at no additional charge to the County. At any time, the County may request additional
testing at the Contractor’s expense.

304.07 Method of Measurement.

Add the following:

Payment for Class 6 material shall be by the ton and will be made only for the actual quantities constructed in accordance with the plan dimensions. All excess material placed on the project will be at the Contractor’s expense. The Contractor shall furnish a certified weight ticket to the Project Manager for each load of aggregate base course delivered when it arrives at the project site for use in the construction section. Payment shall include hauling, placing and compacting.
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 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>TABLE 401.02A Production Mix Tolerances</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property</td>
</tr>
<tr>
<td>Asphalt Cement Content</td>
</tr>
<tr>
<td>VMA</td>
</tr>
<tr>
<td>Air Voids</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 Angularity 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 per 1000 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>
<thead>
<tr>
<th>Table 401.2C RAP Binder &amp; Aggregate Uniformity Tolerances</th>
</tr>
</thead>
<tbody>
<tr>
<td>Element</td>
</tr>
<tr>
<td>Binder Content</td>
</tr>
<tr>
<td>% Passing ¼”</td>
</tr>
<tr>
<td>% Passing ½”</td>
</tr>
<tr>
<td>% Passing 3/8”</td>
</tr>
<tr>
<td>% Passing #4</td>
</tr>
<tr>
<td>% Passing #8</td>
</tr>
<tr>
<td>% Passing #30</td>
</tr>
<tr>
<td>% Passing #200</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).

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>
<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>
<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 (top lift only)</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>Top Layer</th>
<th>Layers Below the Top Layer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product</td>
<td>APM with WMA</td>
<td>APM</td>
<td>with WMA</td>
</tr>
<tr>
<td>&lt;1½</td>
<td>60</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>1½ - &lt;3</td>
<td>50</td>
<td>45</td>
<td>40</td>
</tr>
<tr>
<td>3 or more</td>
<td>45</td>
<td>40</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.

Safety Edges will be required on the outside edge of all county roads that do not butt up to a finished concrete edge. A Safety Edge will also be required on any longitudinal joints that will be opened to traffic at the end of the work shift prior to paving the adjacent pass.
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.

PSP-20
TABLE 401.23-1
Minimum Materials Sampling and Testing for Process Control and Owners Acceptance

<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>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>

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### 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 (⅜)</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.

Add the following:

**Intersections.**

All county roads, without curb and gutter, intersecting the road being overlaid shall be included in the Overlay Contract, (excluding driveways). Each intersection approach shall be paved from the edge of the overlaid road or street a minimum distance of 25 feet unless otherwise directed by the County. Each return radius shall be paved having a minimum radius of 20 feet, unless otherwise directed by the County. Road approaches shall be paved to the same width of the approach road but no less than 20 feet, unless

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otherwise directed by the County. The Contractor shall construct a smooth Transition from the existing surface of the approach road to the newly paved approach. Pavement thickness of the approach and radius shall be equal to the thickness of the road being overlaid.

403.04 Method of Measurement

Delete and replace with the following:

Hot Mix Asphalt will be measured by the ton. 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.

Asphalt Cement Binder will be measured by the ton. Asphalt cement contained in reclaimed asphalt pavement (RAP) material will not be measured or paid for but shall be included in the work. For the purpose of bidding, the asphalt cement binder in the HMA is assumed to be 6 percent. Actual percentage of binder in the HMA, as determined by the materials sampling and testing, will be used for determining quantities to be paid.

Quantities for intersection approaches shall be measured for each leg approaching the intersection as a separate item from the mainline road being overlaid. Each approach and radii are estimated to contain ten tons of HMA but actual quantity placed may vary. Shoulder gravel for approaches will be paid for as provided elsewhere in the contract.

403.05 Basis of Payment

Add the following:

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)(75)(PG 64-22)</td>
<td>Ton</td>
</tr>
<tr>
<td>Asphalt Cement Binder</td>
<td>Ton</td>
</tr>
<tr>
<td>Intersection HMA</td>
<td>Each</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.
Section 420 of the Standard Specifications is hereby revised for this project as follows:

420.04 Paving.

Add the following:

This project includes the placement of geosynthetic fiber in the HMA mix as designated on the Overlay Schedule or Job Sheets.

Geosynthetic Fiber (Paving) included in the Hot Mix Asphalt (HMA) shall include reinforcement fiber strands with virgin aramids that meet the following requirements:

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nominal Specific Gravity</td>
<td>0.91 to 1.45</td>
</tr>
<tr>
<td>Minimum Length</td>
<td>0.75 inches</td>
</tr>
<tr>
<td>Maximum Length</td>
<td>1.50 inches</td>
</tr>
</tbody>
</table>

Acceptable products include: ACE FIBERTM, FORTA_FI® or an approved equivalent.

Only reinforcing fiber strands that meet specification and are not detrimental to the pavement will be allowed. The Contractor shall store and maintain reinforcing fiber strands in accordance with the manufacturer’s recommendations and shall ensure that the fiber blend corresponds with the manufacturer’s recommendations for the hot mix asphalt materials being used on the project. The Contractor shall follow the manufacturer’s recommended procedures for placement of fiber strand reinforced warm or hot mix asphalt pavement.

The Contractor shall ensure there is a manufacturer’s representative experienced in incorporating reinforcing fibers and placing fiber reinforced warm or hot mix asphalt present on the project when placement of the fiber reinforced mix begins. This representative may be a representative of the fiber supplier, the asphalt mix designer, or a private consultant. The representative shall remain on site for the first two days of placing fiber reinforced pavement, at a minimum, and until an acceptable production sequence is established. Any changes to the asphalt mix or fiber material beyond the allowed tolerances during production shall be disclosed by the representative and submitted in writing to the Owner’s Project Manager or representative by the Contractor as a change in the mix design.

The Contractor shall inject reinforcement fiber strands per manufacturer’s recommendations and prior to the addition of liquid asphalt cement. The Contractor shall ensure that reinforcement fiber strands are added at the specified rate per the mix design. The Contractor shall ensure that virgin aramid fibers are introduced at the manufactures recommendations per ton of hot or warm mix asphalt pavement. If there is evidence of fiber balls at the discharge chute, the Contractor shall immediately adjust operations according to the manufacturer's recommendation to correct the problem. The Contractor shall also remove all observed fiber balls during placement. The Owner’s Project Manager or representative may require the Contractor to cease operations if fiber balls are present, until a correction plan has been submitted and approved.
If the Owner’s Project Manager or representative determines that the hot mix asphalt with fiber is not beneficial to the project, the Owner’s Project Manager or representative may require the Contractor to cease production of the HMA with fiber and continue production with Hot Mix Asphalt (Grading SX) without fiber. If this occurs, there shall be no additional compensation to the Contractor for the cost of deleting a portion or all of the HMA with fiber and the mix without fiber will be paid for at original contract unit prices for the mix and binder, with no adjustment made for the changed quantities. The Owner’s Project Manager or representative shall not eliminate the requirement for geosynthetic fibers for the convenience of the Contractor.

**420.09 Method of Measurement**

Revise as follows:

Geosynthetic Fiber (Paving) will be paid for separately and shall not be included as part of the cost of HMA. Fibers will be measured by the ton of acceptable HMA placed including fiber.

**420.10 Basis of Payment**

Add the following:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Geosynthetic Fiber (Paving)</td>
<td>Square Yard</td>
</tr>
</tbody>
</table>
Section 601 of the Standard Specifications is hereby revised for this project as follows:

**601.02 Classification.**

Add 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.

**601.03 Materials.**

Add 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.

**601.09 Forms, 601.12 Placing Concrete, and 601.13 Curing Concrete Other Than Bridge Decks.**

Revise 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.

**601.12 Placing Concrete.**

Add the following to 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.

**601.17 Acceptance and Pay Factors.**

Revise as follows:

These provisions apply to all concrete utilized in Mesa County including curb, gutter and sidewalks.
REVISION OF SECTION 602
REINFORCING STEEL

Section 602 of the Standard Specifications is hereby revised for this project as follows:

602.08 Basis of Payment

Add the following:

Dowel bars, tie bars and reinforcing steel required in curb, gutter, sidewalk, drainage pans, fillets and concrete pavement and miscellaneous concrete items will not be measured or paid for separately, but shall be included in the Work.
REVISION OF SECTION 608  
SIDEWALKS AND BIKEWAYS

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

608.01 Description.

Add the following:

This project includes the removal and replacement of concrete sidewalk and ADA ramps as shown on the Concrete Bid Schedule.

608.02 Materials and 703.07 Bed Course Materials (a).

Revise as follows:

Base course materials for sidewalks and bikeways shall meet the requirements of 703.03, Class 6 aggregate base course.

Concrete shall be a Class B in accordance with Section 601. The slump of the delivered concrete shall be the slump of the approved concrete mix design plus or minus 2.0 inches.

608.03 Concrete Sidewalks and Bikeways.

   (a) Excavation.

Add the following:

Settled and sunken areas beneath concrete is to be excavated to a minimum depth of 6.0 inches and replaced with Class 6 aggregate base course. Base course material shall be compacted to a minimum of 95 percent of the maximum density determined in accordance with AASHTO T-180. This will be part of the job and included with the cost of the concrete and not paid as a separate item.

   (c) Placing Concrete.

Add the following:

The concrete shall be thoroughly consolidated by tamping and spading, vibrating, or other acceptable methods.

Concrete shall not be placed on frozen ground or on frozen bed course.

   (d) Finishing.

Add the following:
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.

No water shall be placed on concrete surfaces during finishing operations. The Contractor shall keep plastic sheeting or other waterproof covering available on the job site to cover and protect the surface of freshly placed concrete against rain and/or dust storms.

Surface finishing shall be minimized to prevent dilution and weakening of the concrete mixture at the surface. Finishing with steel trowels will not be allowed.

It shall be the Contractors responsibility to protect new concrete against vandalism, vehicular damage and defacement of any kind until it has been accepted by the County. All damaged or deface concrete shall be repaired or replaced, as directed, at the Contractor’s expense.

(e) Joints.

Revise as follows:

Transverse expansion joints shall be placed in sidewalk at both ends of intersection radii, and at other locations shown on the plans. The maximum spacing of expansion joints in continuous sidewalk shall be 500 feet. Isolation expansion joints shall be placed around all appurtenances such as manholes, utility poles, sign posts, etc. and between new concrete and any fixed structure such as a building or bridge.

Contraction joints shall be installed at a uniform spacing of a maximum of 10 feet, or 1.5 times the width, whichever is less, and a minimum of 5 feet. Contraction joints may be formed with a jointing tool or by saw cutting after the concrete has hardened. Sawed joints shall be installed immediately after the concrete has hardened and before irregular shrinkage cracks form in the concrete. When contraction joints are saw cut, hand tooled contraction joints shall be installed at intervals not to exceed (50) fifty feet to prevent shrinkage cracking before the remaining joints are cut.

When new concrete is placed adjacent to existing concrete, the joint type and spacing shall match those in the existing concrete.

(f) Curing.

Revise as follows:

Curing shall be in accordance with Section 601.13 except that minimum curing period shall be three days and maturity meters are not required.

Vehicular traffic shall not be allowed on new concrete until 5 days after placement or until the concrete reaches a compressive strength greater than or equal to 80 percent of design strength.

Add the following paragraphs:

(g) Surface Tolerance. Concrete shall be finished to a smooth and uniform surface, which shall at no point deviate from plan elevation more than ¼ inch. On sidewalks and path, no low spots or depressions shall be detectable when tested with a 10 foot straight edge laid transverse to the
longitudinal centerline. Sections of sidewalk on which water ponds or does not drain from the surface, shall be removed and replaced at Contractor’s expense.

**(h) Detectable Warnings.** Detectable warnings shall be installed on new curb ramps, and where shown on the plans, in accordance with CDOT Standard Plan details. Detectable warnings provided shall be ADA truncated domes listed on CDOT Approved Product List. When a detectable warning plate is cut, any portions of the domes that are cut shall be ground off.

**608.05 Method of Measurement.**

Revise as follows:

Concrete sidewalk and curb ramps will be measured by the square foot of finished surface.

**608.06 Basis of Payment.**

Add the following:

The pay item for ADA Ramp shall include full compensation for furnishing and installing an approved concrete curb ramp with detectable warning system.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Sidewalk (Detached)</td>
<td>Square Foot</td>
</tr>
<tr>
<td>ADA Ramp</td>
<td>Each</td>
</tr>
</tbody>
</table>

The following items are considered incidental to the various concrete items and will not be measured or paid for separately: removal of existing concrete and all waste material, saw cutting, cure and seal compounds, joint materials, tie bars, dowel bars, reinforcing steel and insulating blankets or heating required for concrete protection.
REVISION OF SECTION 609
CURB AND GUTTER

Section 609 of the Standard Specifications is hereby revised for this project as follows:

609.01 Description.

Add the following:

This project includes the removal and replacement of concrete curb, gutter, monolithic sidewalk, driveways, drainage pans and filets, as shown on the Concrete Bid Schedule.

Concrete in the road’s travel lanes will be a minimum of 8.0 inches in thickness. This includes gutter pans, cross drains, and concrete pavement (fillets and flatwork). The gutter pans will have two #5 rebar placed 8 inches in from each outside edge. The cross drains and concrete pavement will have #5 rebar spaced at 12” o.c.

When necessary because of grade change greater than ½ inch, impacted driveways will be replaced no further than 4’ feet from the back edge of the curbing, gutter or back edge of the

Curb ramps placed by property owners in gutter pans to aid in accessing driveways or private sidewalks will not be reinstalled. Concrete, asphalt, road base, vegetation and other materials that are removed as part of gutter pan replacement will be hauled away by the contractor at no additional cost to the contract. Metal pipes, beams, channel plates and grates used as part of the curb ramps are to be left at the property they are used to access.

609.02 Materials and 703.07 Bed Course Materials (a).

Revise as follows:

Base course materials for curb and gutter shall meet the requirements of 703.03, Class 6 aggregate base course.

Concrete shall be a Class B in accordance with Section 601. The slump of the delivered concrete shall be the slump of the approved concrete mix design plus or minus 2.0 inches.

609.03 Cast-in-Place Concrete Curb.

(a) Excavation.

Add the following:

The subgrade under base course material for all concrete shall be adjusted to optimum moisture content and uniformly compacted to no less than 95 percent of the maximum density determined in accordance with AASHTO T-99. Bed course material shall be placed on prepared subgrade to the dimensions shown on the plans and compacted to a minimum of 95 percent of the maximum density determined in accordance with AASHTO T-180.

(b) Forms.

Add the following:
Where concrete curbs, gutters, drainage pans or fillets are to be removed and replaced adjacent to asphalt pavement, the existing pavement edge may be used as a face form for the new concrete if the pavement edge is not damaged, straight, and level with the new concrete grade. Asphalt may be cut and removed to the extent necessary for form placement and will be restored by the Contractor as part of the work. Asphalt patching must be completed before overlaying a road and will not be paid for as a separate item.

(d) Sections.

Add the following:

When new concrete is placed adjacent to existing concrete, the joint type and spacing shall match those in the existing concrete. Any new concrete that butts up to existing concrete will be dowelled with #4 rebar at 12” o.c. Heaved sections of concrete will also have an expansion joint placed at the location of the heaved sections.

Gutter flow lines must match those at both ends of the new replacement section.

(e) Expansion Joints.

Add the following:

Expansion joints shall be placed in curb and gutter at both ends of intersection radii, and at other locations shown on the plans. The maximum spacing of expansion joints in continuous curb and gutter shall be 500 feet. Isolation expansion joints shall be placed around all appurtenances such as manholes, utility poles, sign posts, etc. and between new concrete and any fixed structure such as a building or bridge.

(f) Curing.

Revise as follows:

Curing shall be in accordance with Section 601.13 except that minimum curing period shall be three days and maturity meters are not required.

Vehicular traffic shall not be allowed on new concrete until 5 days after placement or until the concrete reaches a compressive strength greater than or equal to 80 percent of design strength.

609.06 Method of Measurement

Add the following:

Concrete Fillet will be measured by the square foot and will include the integral curb and gutter. Integral curb, gutter and sidewalk will be measured by the lineal foot of each type or width (toe of gutter to back of sidewalk).

609.07 Basis of Payment

Add the following:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Fillet</td>
<td>Square Foot</td>
</tr>
<tr>
<td>Concrete Drainage Pan</td>
<td>Square Foot</td>
</tr>
</tbody>
</table>
Monolithic Curb, Gutter and Sidewalk Lineal Foot
Curb and Gutter Lineal Foot

The following items are considered incidental to the various concrete items and will not be measured or paid for separately: removal of existing concrete and all waste materials, saw cutting, cure and seal compounds, joint materials, tie bars, dowel bars, reinforcing steel and insulating blankets or heating required for concrete protection.
Section 627 of the Standard Specifications is revised for this project as follows:

**627.03 General.**

Add the following:

Immediately upon completion of the paving of each street section or days paving, whichever comes earlier, the Contractor shall install temporary pavement markings that consist of reflective metal-backed pavement marking tape placed on the centerline of the road. The reflective markings shall be a minimum of 18 inches in length and spaced at forty-foot intervals.

**627.13 Basis of Payment**

Add the following:

Temporary centerline pavement marking will not be paid for separately but will be included in the cost of the work.
REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL

Section 630 of the Standard Specifications is revised for this project as follows:

630.10 Transportation Management Plan.

Delete the last sentence of the first paragraph and 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. 7 days prior to 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. The TCP shall include the placement of a variable message board to operate for a week prior to a 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.

Revise 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 Operation.

Revise as follows:

Delete all reference to reimbursement for flagging. Flagging will be considered incidental to the cost of the work.

630.18 Basis of Payment.

Delete in its entirety and add the following:

Traffic Control shall include all signs necessary to advise motorists of the construction and all flagging necessary to control traffic through the construction area. Traffic control will not be paid for separately but will be included in the cost of the work.