

**ADAMS COUNTY  
CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 2 day of April, 2019, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and, Noraa Concrete Construction Corporation, located at 997 Platte River Blvd, Unit A, Brighton, CO 80601 hereinafter referred to as the "Contractor."

The County and the Contractor, for the consideration herein set forth, agree as follows:

**1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR**

- 1.1. The Contractor shall furnish all of the labor, machinery, equipment, materials, and supplies necessary to perform all of the work shown on the plans and described in the specifications, and in all other documents incorporated herein by reference, entitled:

**2019.504 / Project ID: 30569135 / ADA Transition Program \_ Area 5\_E. 55<sup>th</sup> Ave Project**

- 1.2. The Contractor shall perform in accordance with the project scope and provisions of the Solicitation Type, and, in addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with the following specified documents attached hereto as **Exhibit A.** and incorporated herein as if fully written into this Agreement:

1.2.1. All terms set forth in the RFP/IFB DOCUMENTS attached hereto and identified as: REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND, CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS, INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE OF AWARD, ACCEPTANCE OF NOTICE OF AWARD, NOTICE TO PROCEED, LETTER OF ACCEPTANCE, APPLICATION FOR EXEMPTION CERTIFICATE, FIELD ORDER, CHANGE ORDER, APPLICATION FOR PAYMENT, PARTIAL WAIVER OF LIEN, FINAL WAIVER OF LIEN, CERTIFICATE OF FINAL COMPLETION, PROJECT DRAWINGS AND ANY SPECIAL DETAILS.

- 1.3. The Contractor agrees that it has satisfied itself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, and all other matters which can affect the work under this Agreement and Contractor assumes the risk should the conditions enumerated in this section differ from what Contractor anticipated.

- 1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the material found to be in accordance with the requirements of the specifications. All costs of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.

- 1.5. This Agreement does not guarantee to the Contractor any work except as authorized in accordance with this Section I, nor does it create an exclusive agreement for services.
- 1.6. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.
- 1.7. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

## **2. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08**

- 2.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 2.2. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 2.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.4. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.5. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 2.6. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 2.7. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days

of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

2.9. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

### **3. RESPONSIBILITIES OF THE COUNTY**

The County shall:

3.1. Provide information as to its requirements for the project.

3.2. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.

3.3. Provide reasonable assistance to the Contractor in obtaining approval from all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.

3.4. Furnish, or direct the Contractor to provide, at the County's expense, necessary additional services.

### **4. TERM**

4.1. Term of Agreement: The work to be performed under this Agreement shall be for Ninety Calendar Days (90) after receipt of Notice To Proceed (NTP).

### **5. PAYMENT AND FEE SCHEDULE**

5.1. The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of Six Hundred Sixty Thousand Three Hundred Ninety-one Dollars and Ninety-one Cents (\$660,391.91).

5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon

submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in the proper form.

5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:

5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).

5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.

5.4. Fund Availability: The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

## 6. LIQUIDATED DAMAGES

6.1. The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.

6.2. All decisions of the Project Manager are at his/her complete discretion and will be final.

6.3. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County as and for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default. From more than to and including:

Original Contract Amount (\$)		Liquidated Damages per Calendar Day (\$)
From More Than	To And Including	
0	150,000	500
150,000	500,000	1,000
500,000	1,000,000	1,600
1,000,000	2,000,000	2,300
2,000,000	4,000,000	4,100
4,000,000	10,000,000	5,800
10,000,000	----	7,000

6.4. Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job or to other projects caused by a failure of the Contractor to complete the work according to the agreed time.

6.5. Any extension(s) of the completion date authorized by the Project Manager pursuant to this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job. The Contractor agrees to indemnify and hold the County harmless from any claim against the County resulting from the Project Manager authorizing an extension of the completion date or from the Contractor's failure to complete this Agreement by the completion date aforementioned.

6.6. Permitting the Contractor to continue and finish the work, or any part thereof, after elapse of the agreed time will not operate as a waiver on the part of the County of any of its rights under this Agreement.

## **7. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

7.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

## **8. WARRANTY**

8.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

## **9. SUBCONTRACTING**

9.1. The Contractor may utilize the services of subcontractors on those parts of the work that would normally be performed by subcontractors. But the Contractor shall not subcontract any portion of the work until the written approval of such action has been obtained from the Project Manager. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors and their employees.

## **10. CHANGE ORDERS OR EXTENSIONS**

10.1. The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including but not limited to additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of a Change Order. No Change Order shall be issued unless the County has appropriated sufficient funds to pay for the Change Order in the event the amount due pursuant to the Agreement as altered by the Change Order would result in the total contract price exceeding the amount originally appropriated by the County for the Agreement.

10.2. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

## **11. INSPECTIONS, REVIEWS AND AUDITS**

11.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:

- 11.1.1. Work to be completed, if any; and,
- 11.1.2. Work not in compliance with the Agreement, if any; and,
- 11.1.3. Unsatisfactory work for any reason, if any.

11.2. The County shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.

## **12. CLEAN-UP**

12.1. The Contractor shall frequently clean up all refuse or scrap materials resulting from the progress of the work. Upon completion of the work and prior to final inspection, the Contractor shall remove from the construction site and occupied adjoining property all refuse, unused materials, forming lumber, sanitary facilities, and any other materials belonging to the Contractor or subcontractors. Failure of the Contractor to clean up and restore the site satisfactorily will result in the County doing so. The cost will be charged to the account of the Contractor or his/her surety.

## **13. PROJECT ADMINISTRATION**

13.1. The Project Manager for this Agreement shall be Russell Nelson, who can be reached by phone at 720-523-6966. The Project Manager does not have the authority to alter or modify the terms of this Agreement.

13.2. The Project Manager is designated by the County to exercise authority on its behalf under this Agreement, and to see that it is performed according to its terms. The Project Manager shall furnish all explanations or directions and inspections necessary to carry out and complete satisfactorily the services contemplated and provided for under this Agreement. The Project Manager shall also approve all report formats and related procedures, and shall be responsible for final acceptance of all work performed. Any conflict between the plans or specifications, and any other document incorporated herein, shall be submitted in writing to the Project Manager for review and determination.

13.3. If the Contractor considers any work demanded to be outside the Agreement requirements, or considers any determination of the Project Manager to be unfair, the Contractor shall immediately ask for a written instruction or decision from the Project Manager and shall proceed to perform the services to conform to the Project Manager's determination. If the Contractor considers such instructions or decision to be unsatisfactory, it shall, within five (5) days after their receipt, file a written protest

with the Adams County Purchasing Office stating the objections and the reasons therefore. Unless protests or objections are made in the manner specified and within the time limit stated herein, the Contractor hereby waives all grounds for protests.

13.4. All claims, disputes, and other matters in question arising out of or relating to the Agreement documents or breach thereof between the Project Manager and the Contractor shall be submitted to the Adams County Purchasing Office.

#### 14. NONDISCRIMINATION

14.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

14.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### 15. INDEPENDENT CONTRACTOR

15.1. In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his /her acts and the acts of his /her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by State law and personal injury and property damage insurance in the coverage amounts as described in Section XIV. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.



## 16. INDEMNIFICATION

16.1. The Contractor agrees to indemnify and to hold the County and its agents harmless for, from, and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of the performance or failure of the Contractor, its agents or employees, or any subcontractor to provide services pursuant to the terms of this Agreement.

## 17. INSURANCE

17.1. The Contractor shall furnish a certificate of insurance for commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the County, and received approval thereof, the certificate of insurance showing compliance with the following types and coverage of insurance.

17.1.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage, and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

17.1.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
Personal Injury Protection	Per Colorado Statutes

17.1.3. Workers' Compensation Insurance: Per Colorado Statutes

17.1.4. Professional Liability Insurance\*: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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\*This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

17.2. The Contractor's commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County and the Colorado Department of Transportation (CDOT) as an "additional insured" and shall include the following provisions:

17.2.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

- 17.2.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 17.2.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 17.3. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time becomes unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Agent of Adams County for approval, and thereafter submit a certificate of insurance as herein provided. Upon failure of the Contractor to furnish, deliver, and maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 17.4. If the Contractor is a Joint Venture, then the respective parties thereto are each individually held fully responsible for completion of the project according to the terms of this Agreement. The parties thereto also have joint and several liabilities to the County for any liquidated damages assessed or for performance bond claims against the Joint Venture. The performance bond and all insurance required by this Agreement shall set forth the identity of each party to the Joint Venture.

## **18. TERMINATION**

- 18.1. Termination of Agreement for the Convenience of the County: The County, at its sole option and discretion, may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen days before the effective date of termination. If the Agreement is terminated by the County, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.
- 18.2. Termination of Agreement for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 18.3. Ownership of Partially Completed Work: All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

- 18.4. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor and for the purposes of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

**19. BONDING:**

- 19.1. The Contractor shall secure a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the Agreement price with a corporate surety approved by the County and licensed to do business in the State of Colorado, said bonds to be released at the sole discretion of the County.

**20. MUTUAL UNDERSTANDINGS**

- 20.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.
- 20.2. Compliance with Laws: The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and §§ 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, Title 2: Grants and Agreements: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.
- 20.3. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.
- 20.4. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 20.5. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

20.6. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

20.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

20.7.1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested; and,

20.7.2. Immediately upon hand delivery; or,

20.7.3. Immediately upon receipt of confirmation that an E-mail was received.

20.7.4. For the purposes of this Agreement, any and all notices should be addressed to the contacts listed below:

Department: Adams County Public Works Department  
Contact: Russell Nelson  
Address: 4430 S. Adams County Parkway  
City, State, Zip: Brighton, CO 80601  
Phone: 720.523.6966  
E-mail: [RNelson@adcogov.org](mailto:RNelson@adcogov.org)

Department: Adams County Purchasing  
Contact: Shannon E. Sprague, CPPB  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6052  
E-mail: [ssprague@adcogov.org](mailto:ssprague@adcogov.org)

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6116

Contractor: Noraa Concrete Construction Corporation  
Contact: Aaron Kaiser  
Address: 997 Platte River Blvd, Unit A  
City, State, Zip: Brighton, CO 80601  
Phone: 303.637.9233  
E-mail: [business@noraaconcrete.com](mailto:business@noraaconcrete.com) / [noraabids@noraaconcrete.com](mailto:noraabids@noraaconcrete.com)

20.8. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

20.9. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

ADAMS COUNTY COLORADO  
BOARD OF COUNTY COMMISSIONERS

Chair Steven J. O'Donoghue Date 4/2/19

NORAA CONCRETE CONSTRUCTION CORPORATION

Signature [Signature] Date \_\_\_\_\_

Printed Name Lori Kaiser Title Sec. Treasurer

ATTEST:

Josh Zygielbaum, Clerk and Recorder

[Signature]  
Deputy Clerk

APPROVED AS TO FORM:

[Signature]  
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

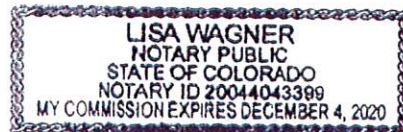
COUNTY OF Adams )

STATE OF Colorado ) SS.

Signed and sworn to before me this 28<sup>th</sup> day of March, 2019,

by Lori Kaiser, Secretary/Treasurer

[Signature]  
Notary Public



My commission expires on: December 4, 2020  
CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the

- 20.10. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 20.11. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

The remainder of this page is left blank intentionally.

Bond No. 2264149

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

Noraa Concrete Construction Corporation  
39673 East 160th Ave.  
Keenesburg, CO 80643

### SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company  
1200 Main Street, Suite 800  
Kansas City, MO 64105

### Mailing Address for Notices

1200 Main Street, Suite 800  
Kansas City, MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Adams County  
4430 South Adams County Parkway  
Brighton, CO 80601

### CONSTRUCTION CONTRACT

Date:

Amount: \$ 660,391.91 (Six Hundred Sixty Thousand Three Hundred Ninety-one And 91/100)

Description: 2019.504 / Project ID: 30569135 / ADA Transition Program \_ Area 5 \_ E 55th Ave Project  
(Name and location)

### BOND

Date:

4/2/19

(Not earlier than Construction Contract Date)

Amount: \$ 660,391.91 (Six Hundred Sixty Thousand Three Hundred Ninety-one And 91/100)

Modifications to this Bond:



None



See Section 16

### CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Noraa Concrete Construction Corporation

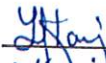
### SURETY

Company:

(Corporate Seal)

North American Specialty Insurance Company

Signature:



Name Lori Kapsir

and Title: Sec-Treasurer

Signature:



Name Susan J. Lattarulo

and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Holmes Murphy

7600 East Orchard Road, Suite 330 South  
Greenwood Village, CO 80111  
(720) 622-8250

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.



§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Bond No. 2264149

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

### CONTRACTOR:

(Name, legal status and address)

Noraa Concrete Construction Corporation  
39673 East 160th Ave.  
Keenesburg, CO 80643

### SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company  
1200 Main Street, Suite 800  
Kansas City, MO 64105  
Mailing Address for Notices  
1200 Main Street, Suite 800  
Kansas City, MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Adams County  
4430 South Adams County Parkway  
Brighton, CO 80601

### CONSTRUCTION CONTRACT

Date:

Amount: \$ 660,391.91 (Six Hundred Sixty Thousand Three Hundred Ninety-one And 91/100)

Description: 2019.504 / Project ID: 30569135 / ADA Transition Program \_ Area 5 \_ E 55th Ave Project  
(Name and location)

### BOND

Date:

4/2/19

(Not earlier than Construction Contract Date)

Amount: \$ 660,391.91 (Six Hundred Sixty Thousand Three Hundred Ninety-one And 91/100)

Modifications to this Bond:

☒ None

☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Noraa Concrete Construction Corporation

### SURETY

Company: (Corporate Seal)

North American Specialty Insurance Company

Signature:



Name

Lori Kniskern

and Title:

Sec-Treasurer

Signature:



Name

Susan J. Lattarulo

and Title:

Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Holmes Murphy

7600 East Orchard Road, Suite 330 South  
Greenwood Village, CO 80111  
(720) 622-8250

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY  
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

DON APPLEBY, MARK SWEIGART, SARAH BROWN, TODD BENGFOR, SUSAN J. LATTARULO,

FLORIETTA, ACOSTA, and LEE ANNE MEAUX JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation

By [Signature]  
Mike A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11 day of DECEMBER, 20 17.

North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation

State of Illinois  
County of Cook ss:

On this 11 day of DECEMBER, 20 17, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this      day of     , 20     .

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &  
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Holmes Murphy - Colorado 7600 East Orchard Road, Suite 330 South Greenwood Village, CO 80111		<b>CONTACT NAME:</b> Nick Brown <b>PHONE (A/C, No, Ext):</b> 720-622-9110 <b>E-MAIL ADDRESS:</b> nbrown@holmesmurphy.com <b>FAX (A/C, No):</b> 844-248-0468	
<b>INSURED</b> Noraa Concrete Construction Corp. 39673 East 160th Ave Keenesburg, CO 80643		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Charter Oak Fire Insurance Company	
		<b>INSURER B:</b> Travelers Casualty Insurance Co of Amer	
		<b>INSURER C:</b> Pinnacol Assurance Company	
		<b>INSURER D:</b> Navigators Specialty Insurance Company	
		<b>INSURER E:</b> Travelers Property Casualty Co. America	
		<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	DTC00H556598COF18	05/03/2018	05/03/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	DT8100H558395TIL18	05/03/2018	05/03/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP0H5565981826	05/03/2018	05/03/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	4113819	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased/Rented &			QT6601H062062COF18	05/03/2018	05/03/2019	\$500,000; \$1,000 Ded
A	Installation Flt.						
D	Pollution Liab.			MP18ECP274451IC	05/03/2018	05/03/2020	\$2,000,000; \$5,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: ADA Transition Program Area 5 E. 55th Ave

Project Number: 2019.504/30569135

As required by written contract or written agreement, Adams County, Colorado and Colorado Department of Transportation (CDOT) are included as Additional Insured under General Liability and Automobile Liability (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

Adams County, Colorado  
 Board of County Commissioners  
 4430 South Adams County Parkway  
 Brighton, CO 80601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Laura Levine*

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## DESCRIPTIONS (Continued from Page 1)

with respect to the above referenced.

As required by written contract or written agreement, a Waiver of Subrogation in favor of Adams County, Colorado and Colorado Department of Transportation (CDOT) applies to Worker's Compensation, General Liability and Automobile Liability with respect to the above referenced.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. **BROAD FORM NAMED INSURED**
- (B) BLANKET ADDITIONAL INSURED**
- C. **EMPLOYEE HIRED AUTO**
- D. **EMPLOYEES AS INSURED**
- E. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
- F. **HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**
- G. **WAIVER OF DEDUCTIBLE – GLASS**
- H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**
- I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
- J. **PERSONAL PROPERTY**
- K. **AIRBAGS**
- L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**
- (M) BLANKET WAIVER OF SUBROGATION**
- N. **UNINTENTIONAL ERRORS OR OMISSIONS**

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

### **N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **BLANKET ADDITIONAL INSURED (CONTRACTORS)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. **WHO IS AN INSURED** – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>A. Aircraft Chartered With Pilot</li> <li>B. Damage To Premises Rented To You</li> <li>C. Increased Supplementary Payments</li> <li>D. Incidental Medical Malpractice</li> <li>E. Who Is An Insured – Newly Acquired Or Formed Organizations</li> <li>F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries</li> <li><b>G.</b> Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</li> </ul> | <ul style="list-style-type: none"> <li><b>H.</b> Blanket Additional Insured – Lessors Of Leased Equipment</li> <li><b>I.</b> Blanket Additional Insured – States Or Political Subdivisions – Permits</li> <li>J. Knowledge And Notice Of Occurrence Or Offense</li> <li>K. Unintentional Omission</li> <li><b>L.</b> Blanket Waiver Of Subrogation</li> <li>M. Amended Bodily Injury Definition</li> <li>N. Contractual Liability – Railroads</li> </ul> |
|---|--|

### PROVISIONS

#### A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

#### B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.

2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

#### INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion **f.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.



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### 3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

### 4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

### 5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

### 6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

### 7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

## C. INCREASED SUPPLEMENTARY PAYMENTS

### 1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

### 2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## D. INCIDENTAL MEDICAL MALPRACTICE

### 1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

### 2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

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### G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
  - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
  - c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.
- ### I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS
- The following is added to **SECTION II – WHO IS AN INSURED**:
- Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

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by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
  - (i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

### K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

## COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed; subsequent to the execution of that contract or agreement.

### M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

NCCI #: WC000313B  
Policy #: 4113819

Noraa Concrete Construction Corp  
997 Platte River Blvd  
Brighton, CO 8061

Holmes, Murphy and Associates, LLC  
7600 E. Orchard Road  
Suite 330-S  
Greenwood Village, CO 80111  
(720) 622-8242

**ENDORSEMENT: Blanket Waiver of Subrogation**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

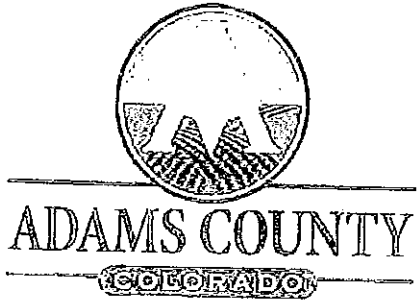
To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: September 19, 2018

Expires on: October 1, 2019

Pinnacol Assurance has issued this endorsement September 19, 2018

EXHIBIT A.



Adams County Finance Department  
Purchasing Division  
4430 S. Adams County Parkway  
Brighton, Colorado 80601

## BID PROPOSAL

### ADA Transition Program – Area 5 – E 55th Ave Project

Proposal of Adams County Construction Company, Inc. (hereinafter called Bidder),

organized and existing under the laws of the State of Colorado, doing business as:

(an) (a) Corporation. \* (Insert "corporation, partnership, individual", as applicable)

To the Owner:

In accordance with the advertisement of Adams County inviting bid proposals for the **ADA Transition Program – Area 5 – E 55th Ave Project** herein before named, and in conformity with the Contract Plans, Contract Documents, Specifications, and Special Provisions and all Addenda pertaining thereto, all on file at the County.

The County's Contract Specialist for this project is identified in the Invitation to Bid.

Bidder hereby certifies that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation whatsoever; that an examination has been made of the site, of the work, and Contract form, together with the Plans, Specifications, and Special Provisions for the construction of the above named Project.

Bidder understands that the quantities of work shown herein are approximations and are subject to be increased or decreased; that all quantities of work, whether increased or decreased within the limits specified in the Contract, are to be performed at the unit prices or lump sums as shown on the attached schedule; that at the time of opening bids, a total bid only will be read, but that a comparison of bids will be based on the correct summation of item totals obtained from the unit prices or lump sum totals bid as provided in Section 102 Bidding Requirements and Conditions of the Project Specifications.

Bidder proposes to furnish all necessary machinery, equipment, tools, labor, and other means of construction, and to furnish all materials specified in the manner and at the time prescribed, all in accordance with the terms of the Contract Documents, Plans, Specifications, and the Special Provisions forming apart thereof.

Bidder further proposes to execute the form of Agreement and provide the required Bonds within 10 days after receiving written Notice of Intent to Award.

undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

Pursuant to Code of Federal Regulations 2 C.F.R. Part 200 Subpart C 200.213, the undersigned Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

**CONTRACTOR:**

Noraa Concrete Construction Corp.  
Company Name

3-28-19  
Date

Lori Kaiser  
Name (Print or Type)

[Signature]  
Signature

Su Thaswut  
Title

Note: Registration for the E-Verify Program can be completed at:  
<https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



Bidder further proposes to perform all work in accordance with the Contract Documents, Plans, Specifications, Standard Special Provisions, and Project Special Provisions and in a good and workmanlike manner, and to renew or repair any work which may be rejected due to defective materials or workmanship, prior to final completion and acceptance by the County.

Bidder hereby agrees to commence work under this contract upon Receipt of Notice to Proceed and to fully complete the project within 90 calendar days after notice to proceed. Failure to complete the project by this date, or an extended date approved by the County, will result in liquidated damages being assessed.

#### NOTICE CONCERNING BID

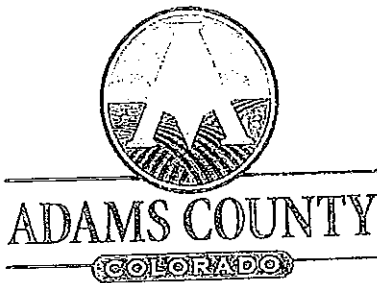
BIDDERS must use correct Bid forms. Failure to use the correct Bid forms shall cause rejection of the bid.

Bids may be considered non-responsive if they do not include bids for all of the items listed in the Bid Schedules.

The quantities listed in the Bid Schedule are estimates only, and indicate relative amount of anticipated work.

The total amount of the Project (Total) shall be restated on the Bid Summary.

Unless otherwise noted, all bid items are considered complete in place and removal bid quantities include haul and proper material disposal.



Adams County Finance Department  
Purchasing Division  
4430 S. Adams County Parkway  
Brighton, Colorado 80601

## BID SUMMARY

ADA Transition Program – Area 5 – E 55<sup>th</sup> Ave Project

PROJECT ID: 30569135

IFB NUMBER: 2019.504

TOTAL FROM BID SCHEDULES: \$	<u>660,391.91</u>
	(Amount in Figures)
	<u>Six hundred sixty thousand three hundred ninety-one</u>
	<u>dollars and ninety-one cents</u>
	DOLLARS
	(Written Amount)

Respectfully Submitted:

Nova Concrete Construction Corporation  
Company Name

February 7, 2019  
Date

Arson Kaiser  
Contact Name:  
997 Platte River Blvd, D1017  
Brighton, CO 80601  
Company Address

303-637-9233  
Telephone  
303-637-9470  
FAX No

Signature

Arson Kaiser  
Name Printed or Typed

Title

303-637-9233  
Telephone

N/A  
License No. (if applicable)

### ADDENDA ACKNOWLEDGMENTS

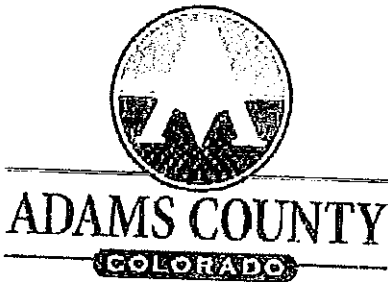
I, the undersigned, as Secretary of the Corporation submitting the foregoing Proposal, hereby certify that, under and pursuant to the bylaws and resolutions of said corporation, each officer who has signed said Proposal on behalf of the corporation is fully and completely authorized so to do. (SEAL)

ATTEST: [Signature]  
Arson Kaiser, Sec/Treas.  
My Commission expires: MA

1.  
ADDENDA NO.

2  
ADDENDA NO.

2-7-19  
DATE  
2-7-19  
DATE



Adams County Finance Department  
Purchasing Division  
4430 S. Adams County Parkway  
Brighton, Colorado 80601

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Noraa Concrete Construction Corporation  
39673 E. 160th Avenue, Keenesburg, CO 80643  
(Name and Address of Contractor)

as Principal, and North American Specialty Insurance Company  
5200 Metcalf OPN111, Overland Park, KS 66202  
(Name and Address of Surety) as Surety,

are hereby held and firmly bound unto Adams County as OWNER in the penal sum  
of Five Percent (5%) of Amount Bid for the payment of which, well  
and truly to be made, we hereby jointly and severally bind ourselves, successors, and assign.

Signed this 30th day of January, 2019

The Condition of the above obligation is such that whereas the Principal has submitted to Adams County a certain BID,  
attached hereto and hereby made a part hereof to enter a contract in writing,  
for ADA Transition Program - Area 5 - E 55th Ave Project, IFB Number: 2019.504

(Project Name and Project Number)

NOW THEREFORE,

(A) If said BID shall be rejected, then this obligation shall be void.

(B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract  
attached hereto (property completed in accordance with said BID) and shall furnish a BOND for his/her faithful  
performance of said contract, and for the payment of all persons performing labor or furnishing materials in  
connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,  
then the same shall remain in force and effect; it being expressly understood and agreed that the liability of the  
Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein  
stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no  
way impaired or affected by an extension of the time within which the OWNER may accept such BID; and said Surety does  
hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are  
corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the  
day and year first set forth above.

Noraa Concrete Construction Corporation

[Signature]  
(Principal, Contractor)

North American Specialty Insurance Company

(Surety)

BY: [Signature]

Susan J. Lattarulo, Attorney-In-Fact

IMPORTANT - - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular  
570 as amended) and be authorized to transact business in the State where the project is located.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY  
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

DON APPLEBY, MARK SWEIGART, SARAH BROWN, TODD BENGFOR, SUSAN J. LATTARULO,

FLORIETTA, ACOSTA, and LEE ANNE MEAUX JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation

By [Signature]  
Mike A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11 day of DECEMBER, 20 17.

North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation

State of Illinois ss:  
County of Cook

On this 11 day of DECEMBER, 20 17, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30th day of January, 2019.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &  
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

ADAMS COUNTY PROJECT NO: 2017.281  
ADAMS COUNTY PUBLIC WORKS  
2017 ADA TRANSITION PROGRAM - 5 AREAS  
AREA 5 - 55TH AVENUE  
SCHEDULE OF PRICES

Contractor: Norma Concrete Construction Corporation  
Bid Letting Date: February 7, 2019

ITEM NUMBER	ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	COST
201-00000	CLEARING AND GRUBBING	LS	1	\$10,050.00	\$10,050.00
202-00010	REMOVAL OF TREE	EACH	20	\$1,150.00	\$23,000.00
202-00035	REMOVAL OF PIPE	LF	14	\$97.00	\$1,358.00
202-00200	REMOVAL OF SIDEWALK	SY	8	\$36.00	\$288.00
202-00203	REMOVAL OF CURB AND GUTTER	LF	367	\$12.50	\$4,587.50
202-00204	REMOVAL OF CURB, GUTTER AND SIDEWALK	LF	673	\$20.50	\$13,796.50
202-00206	REMOVAL OF CONCRETE CURB RAMP	SY	108	\$34.00	\$3,672.00
202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	1,241	\$32.00	\$39,712.00
202-00220	REMOVAL OF ASPHALT MAT	SY	739	\$14.75	\$10,900.25
202-00240	REMOVAL OF ASPHALT MAT (PLANING)	SY	495	\$11.50	\$5,692.50
202-00705	REMOVAL OF LIGHT STANDARD FOUNDATION	EACH	1	\$1,475.00	\$1,475.00
203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	CY	493	\$32.00	\$15,776.00
203-00100	MUCK EXCAVATION	CY	50	\$55.00	\$2,750.00
203-01597	POTHOLING	LABORER	40	\$267.00	\$10,680.00
203-02330	LABORER	LABORER	10	\$69.00	\$690.00
203-01594	COMBINATION LOADER	LABORER	10	\$104.00	\$1,040.00
207-00205	TOPSOIL	CY	135	\$18.00	\$2,430.00
208-00002	EROSION LOG TYPE 1 (12 INCH)	LF	110	\$7.75	\$852.50
208-00035	AGGREGATE BAG	LF	40	\$9.80	\$392.00
208-00045	CONCRETE WASHOUT STRUCTURE	EACH	1	\$1,615.00	\$1,615.00
208-00054	STORM DRAIN INLET PROTECTION (TYPE II)	EACH	13	\$265.00	\$3,445.00
208-00070	VEHICLE TRACKING PAD	EACH	1	\$2,338.00	\$2,338.00
208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HOUR	40	\$72.00	\$2,880.00
208-00105	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT)	HOUR	40	\$115.00	\$4,600.00
208-00106	SWEEPING (SEDIMENT REMOVAL)	HOUR	20	\$176.00	\$3,520.00
208-00207	EROSION CONTROL MANAGEMENT	DAY	40	\$203.00	\$8,120.00
210-00810	RESET GROUND SIGN	EACH	4	\$203.00	\$812.00
210-01000	RESET FENCE	LF	209	\$34.00	\$7,106.00
210-04010	ADJUST MANHOLE	EACH	3	\$635.00	\$1,905.00
210-04050	ADJUST VALVE BOX	EACH	4	\$465.00	\$1,860.00
210-04060	ADJUST WATER METER	EACH	1	\$945.00	\$945.00
212-00006	SEEDING (NATIVE)	ACRE	0.11	\$8,780.00	\$965.80
213-00003	MULCHING (WEED FREE)	ACRE	0.11	\$3,276.00	\$360.36
216-00201	SOIL RETENTION BLANKET (STRAW-COCONUT) (BIODEGRADABLE CLASS 1)	SY	218	\$6.75	\$1,471.50
304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	3	\$45.00	\$135.00
403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	193	\$129.00	\$24,897.00
403-34741	HOT MIX ASPHALT (GRADING SX) (75) (PG 64-22)	TON	74	\$118.00	\$8,732.00
412-00600	CONCRETE PAVEMENT (6 INCH)	SY	50	\$75.00	\$3,750.00
412-00800	CONCRETE PAVEMENT (8 INCH)	SY	351	\$93.00	\$32,643.00
412-01000	CONCRETE PAVEMENT (10 INCH)	SY	306	\$114.00	\$34,884.00
607-11525	FENCE (PLASTIC)	LF	100	\$3.00	\$300.00
608-00006	CONCRETE SIDEWALK (6 INCH)	SY	294	\$56.00	\$16,464.00
608-00010	CONCRETE CURB RAMP	SY	168	\$118.00	\$19,824.00
609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	340	\$25.00	\$8,500.00
609-22022	CURB, GUTTER AND SIDEWALK TYPE 2 (SECTION II-B)	LF	1,201	\$46.00	\$55,246.00
609-22900	CURB, GUTTER AND SIDEWALK (SPECIAL)	LF	118	\$74.50	\$8,791.00
609-24008	GUTTER TYPE 2 (8 FOOT)	LF	92	\$59.00	\$5,428.00
610-00020	MEDIAN COVER MATERIAL (PATTERNED CONCRETE)	SF	1,278	\$11.00	\$14,058.00
619-50960	12 INCH PLASTIC PIPE	LF	14	\$52.00	\$728.00
620-00020	SANITARY FACILITY	EACH	1	\$1,330.00	\$1,330.00
625-00000	CONSTRUCTION SURVEYING	LS	1	\$11,460.00	\$11,460.00
625-00001	CONSTRUCTION SURVEYING (HOURLY)	LS	1	\$11,460.00	\$11,460.00
626-00000	MOBILIZATION	HOUR	20	\$158.00	\$3,160.00
626-01000	PUBLIC INFORMATION SERVICES	LS	1	\$49,285.00	\$49,285.00
627-00005	EPOXY PAVEMENT MARKING	LS	1	\$7,577.00	\$7,577.00
630-00000	FLAGGING	GAL	2	\$372.00	\$744.00
630-00007	TRAFFIC CONTROL INSPECTION	HOUR	600	\$54.00	\$32,400.00
		DAY	24	\$372.00	\$8,928.00

ADAMS COUNTY PROJECT NO: 2017.281  
ADAMS COUNTY PUBLIC WORKS  
2017 ADA TRANSITION PROGRAM - 5 AREAS  
AREA 5 - 55TH AVENUE  
SCHEDULE OF PRICES

Contractor: Norco Concrete Construction Corporation  
Bid Letting Date: February 7, 2019

ITEM NUMBER	ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	COST
630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	90	\$745.00	\$67,050.00
630-80336	BARRICADE (TYPE 3 M-B) (TEMPORARY)	EACH	11	\$169.00	\$1,859.00
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EACH	26	\$135.00	\$3,510.00
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EACH	13	\$135.00	\$1,755.00
630-80343	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE C)	EACH	4	\$176.00	\$704.00
630-80355	PORTABLE MESSAGE SIGN PANEL	EACH	2	\$3,382.00	\$6,764.00
630-80360	DRUM CHANNELIZING DEVICE	EACH	100	\$54.00	\$5,400.00
700-70010	F/A MINOR CONTRACT REVISIONS	FA	1	\$25,000.00	\$25,000.00
700-70037	F/A CONTAMINATED SOIL	FA	1	\$2,000.00	\$2,000.00
700-70170	F/A POT HOLE UTILITIES	FA	1	\$1,000.00	\$1,000.00
700-70310	F/A LANDSCAPING	FA	1	\$3,000.00	\$3,000.00
700-70380	F/A EROSION CONTROL	FA	1		
TOTAL BID COST:					\$660,391.91

Bidder further proposes to perform all work in accordance with the Contract Documents, Plans, Specifications, Standard Special Provisions, and Project Special Provisions and in a good and workmanlike manner, and to renew or repair any work which may be rejected due to defective materials or workmanship, prior to final completion and acceptance by the County.

Bidder hereby agrees to commence work under this contract upon Receipt of Notice to Proceed and to fully complete the project within **120 calendar days** after notice to proceed. Failure to complete the project by this date, or an extended date approved by the County, will result in liquidated damages being assessed.

#### **NOTICE CONCERNING BID**

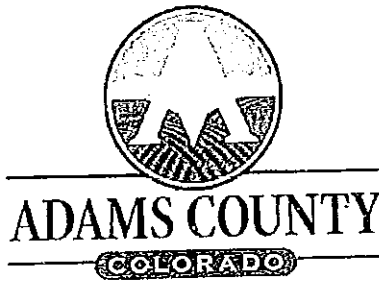
BIDDERS must use correct Bid forms. Failure to use the correct Bid forms shall cause rejection of the bid.

Bids may be considered non-responsive if they do not include bids for all of the items listed in the Bid Schedules.

The quantities listed in the Bid Schedule are estimates only, and indicate relative amount of anticipated work.

The total amount of the Project (Total) shall be restated on the Bid Summary.

**Unless otherwise noted, all bid items are considered complete in place and removal bid quantities include haul and proper material disposal.**



Adams County Finance Department  
Purchasing Division  
4430 S. Adams County Parkway  
Brighton, Colorado 80601

## BID SUMMARY

2019.501 / 2019 Street Paving Program  
PROJECT ID: 3055.7820

TOTAL FROM BID SCHEDULES: \$	_____
	(Amount in Figures)
_____	
_____	DOLLARS.
(Written Amount)	

Respectfully Submitted:

_____ Company Name	_____ Date
_____ _____	_____ Telephone
_____ Company Address	_____ FAX No
_____ Signature	_____ Name Printed or Typed
_____ Title	_____ Telephone
_____ License No. (if applicable)	

### ADDENDA ACKNOWLEDGMENTS

I, the undersigned, as Secretary of the Corporation submitting the foregoing Proposal, hereby certify that, under and pursuant to the bylaws and resolutions of said corporation, each officer who has signed said Proposal on behalf of the corporation is fully and completely authorized so to do. (SEAL)

ATTEST: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

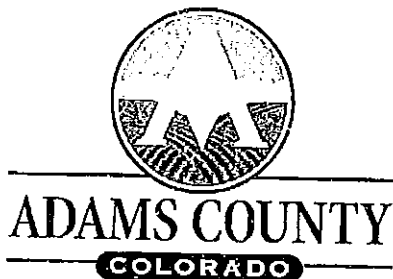
\_\_\_\_\_  
ADDENDA NO.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDENDA NO.

\_\_\_\_\_  
DATE





Adams County Finance Department  
Purchasing Division  
4430 S. Adams County Parkway  
Brighton, Colorado 80601

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ (Name and Address of Contractor)  
\_\_\_\_\_ (Name and Address of Surety) as Surety,

are hereby held and firmly bound unto Adams County as OWNER in the penal sum  
of \_\_\_\_\_ for the payment of which, well  
and truly to be made, we hereby jointly and severally bind ourselves, successors, and assign.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to Adams County a certain BID,  
attached hereto and hereby made a part hereof to enter a contract in writing,

for \_\_\_\_\_  
(Project Name and Project Number)

NOW THEREFORE,

(A) If said BID shall be rejected, then this obligation shall be void.

(B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract  
attached hereto (property completed in accordance with said BID) and shall furnish a BOND for his/her faithful  
performance of said contract, and for the payment of all persons performing labor or furnishing materials in  
connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,  
then the same shall remain in force and effect; it being expressly understood and agreed that the liability of the  
Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein  
stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no  
way impaired or affected by an extension of the time within which the OWNER may accept such BID; and said Surety does  
hereby waive notice of any such extension.

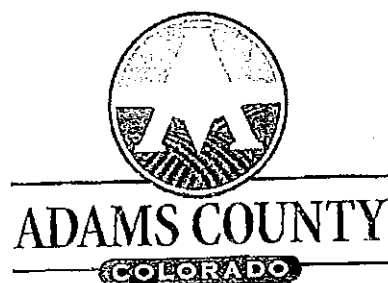
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are  
corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the  
day and year first set forth above.

\_\_\_\_\_  
(Principal, Contractor)

\_\_\_\_\_  
(Surety)

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

IMPORTANT - - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular  
570 as amended) and be authorized to transact business in the State where the project is located.



Adams County Finance Department  
Purchasing Division  
4430 S. Adams County Parkway  
Brighton, Colorado 80601

## BID SCHEDULE(S)\*

\*See Attached Excel Form;

ALL BID SUBMITTALS SHALL INCLUDE A BID RESPONSE WITH THE EXCEL BID SCHEDULE FORM OR  
THE COUNTY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY AND ALL  
SUBMITTALS THAT DO NOT INCLUDE THE EXCEL BID SCHEDULE FORM.

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**SAM Search Results**  
**List of records matching your search for :**

**Search Term : NORAA CONCRETE CONSTRUCTION CORPORATION\***  
**Record Status: Active**

ENTITY	NORAA CONCRETE CONSTRUCTION CORPORATION	Status: Active
DUNS: 149133121	+4:	CAGE Code: 7PGH7 DoDAAC:
Expiration Date: 12/11/2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 39673 E 160th Ave		
City: Keenesburg	State/Province: COLORADO	
ZIP Code: 80643-4208	Country: UNITED STATES	



Adams County Finance Department  
Purchasing Division  
4430 S. Adams County Parkway  
Brighton, Colorado 80601

**INVITATION FOR BIDS (IFB)  
COVER SHEET**

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<b>IFB ISSUE DATE:</b>	January 23, 2019
<b>IFB NUMBER:</b>	2019.504
<b>ACCELA NUMBER:</b>	IMP2018-00001
<b>PROJECT ID:</b>	30561911
<b>PROJECT TITLE:</b>	ADA Transition Program – Area 5 – E 55 <sup>th</sup> Ave Project
<b>QUESTIONS DUE DATE:</b>	January 30, 2019, 2:00 P.M.
<b>ADDENDUM TO BE ISSUED DATE:</b>	January 31, 2019
<b>BID DUE DATE:</b>	February 7, 2019, 2:00 P.M.
<b>BID WILL BE RECEIVED AT:</b>	Adams County Government Center – Main Lobby 4430 S. Adams County Parkway Brighton, CO 80601
<b>CONTRACT SPECIALIST:</b>	Shannon E. Sprague, CPPB, Contract Specialist III ssprague@adcogov.org
<b>DOCUMENTS IN THIS PACKAGE:</b>	
1) Invitation for Bids	8) Contractor's Certification of Compliance
➤ Bid Instructions	9) Contractor's Statement
➤ General Terms and Conditions	10) Reference Form
2) Bid Proposal	11) Sample Agreement
3) Bid Summary	12) Geotechnical Report
4) Bid Bond	
5) Bid Schedules	
6) Special Provisions	
➤ Standard Construction Specifications	
➤ Standard Construction Details	
➤ Project Special Provisions	
➤ CDOT Standard Special Provisions	
➤ Miscellaneous Provisions	
7) Construction Plans	



Adams County Finance Department  
Purchasing Division  
4430 S. Adams County Parkway  
Brighton, Colorado 80601

## INVITATION FOR BIDS BID INSTRUCTIONS

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### PURPOSE/BACKGROUND:

1. The Adams County "County" project shall consist of applying the Americans with Disabilities Act (ADA) Transition Plan for Public Right-of-Way in Unincorporated Adams County and all other works as described on the construction plans on ADA Transition Program – Area 5 – E 55th Ave Project.
2. The Contractor has 90 calendar days to finish the project after the "Notice to Proceed" is provided by the Adams County Contract Specialist. Failure to complete the project by this date and/or an extended date approved prior in writing by the County Designated Project Representative, shall result in assessed liquidated damages as specified herein.
3. The Project has funding limits. If the low bid exceeds the budget allocated, the County will adjust the quantities listed in the included Bid Schedules (Attachment A) to ensure the budget and critical project work areas are completed. No bid unit price adjustment will be allowed after the bid opening, even if quantities are reduced. The County reserves the right to request additional quantities for any and all work at the submitted bid unit price.
4. The only representative of the County with the authority to provide confirmation of any additional information, clarification, or interpretation regarding the specifications, and any other contract documents or requirements during the bidding phase is the herein designated Contract Specialist. The Contract Specialist is the only County representative with the authority to provide direction, clarification, require additional information, or interpret the bid documents.
5. Contract Specialist:  
Shannon E. Sprague, CPPB, Contract Specialist III  
Adams County Government Center, Finance Department  
4430 S. Adams County Parkway, 4th Floor, Suite C4000A  
Brighton, CO 80601  
Email: [ssprague@adcogov.org](mailto:ssprague@adcogov.org)  
Phone: 720-523-6052
6. All documents related to this IFB can be retrieved from the Rocky Mountain Bid System (BidNet) at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>
  - 6.1. Interested parties must register with this service to receive all official bid documents, including all issued addenda.

7. Bidders on this project shall have reviewed the project site for discrepancies with the bid documents prior to bid.
8. All questions and requests for clarifications must be submitted in writing, via email to the Contract Specialist / [ssprague@adcogov.org](mailto:ssprague@adcogov.org) on or before the date and time specified in this solicitation.
9. It is imperative that prospective bidders provide correct email addresses of all individuals desiring to be informed of project announcements.
10. All communications regarding this project shall be clearly marked with the IFB Number and Project Title in the email subject line.
11. Responses to Questions will be issued as an Addendum to the Contract.
12. Addendums will be posted on BidNet by the Contract Specialist.
13. \* All bid submittals shall include the following label directly on the outside of the envelope:

**IFB NUMBER: 2019.504**

**PROJECT TITLE: ADA Transition Program – Area 5 – E 55th Ave Project**

14. Two (2) hard copies of the Bid Proposal; Bid Summary, Bid Schedule(s), and list of proposed subcontractors identifying responsibilities are required. A single hard copy of the original Bid Bond and other supportive documents shall be provided. In addition, Bidder shall submit Two (2) USB flash drives each containing identical PDF scans of all required submittal documents, including copies of the Bid Bond and other supportive documents. Additionally, if an Excel file was included with the Bid Documents, a copy of the Excel file (completed by the Bidder to match the submitted Bid Schedule) shall be filled in and copied onto the USB flash drives.
15. The Bid Summary must be signed.

16. **SUBMISSION OF BIDS:** Bids must be received before the date and time specified in this solicitation. The Bidder is responsible for delivering the envelope containing the bid submittal to the addresses as indicated below. If the submittal arrives late, it may be discarded. Addresses for submittals as follows:

**Mailing Address:**

Adams County Government Center  
Purchasing Division  
4430 South Adams County Parkway, C4000A  
Brighton, CO 80601

**Delivery Address:**

Adams County Government Center  
First Floor Main Lobby Receptionist  
4430 South Adams County Parkway  
Brighton, CO 80601

17. An opening of the bids will follow immediately thereafter. The bids will be opened publicly and read aloud.
18. In submitting a Bid Proposal, Contractor agrees that acceptance of any or all bids by the County within a reasonable time or period constitutes an intent to Contract with the County. No invoicing or delivery shall become due or be accepted unless a project purchase order has been issued by the Purchasing Department.

19. **BONDING/SURETY REQUIREMENTS:**

- 19.1. A 5% Bid Bond is required for Construction Projects over \$50,000 at the time of bid submittal.
- 19.2. Performance and Payment Bonds, each in the amount of 100% of the contract value, will be required at time of contract execution, or as otherwise defined in the Specifications/Scope of Work.
- 19.3. Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570) as amended, and be authorized to transact business in the State of Colorado.
- 19.4. A 5% Retainage Fee will be held for Construction contracts over \$150,000.
- 19.5. Liquidated Damages will apply.
- 19.6. Bonds may be submitted on the Standard AIA form.

20. **CONTRACTUAL OBLIGATIONS**

- 20.1. The successful Bidder will be required to sign an Agreement substantially similar to the Agreement form in Sample Agreement. The County reserves the right to add or delete provisions to the form prior to Agreement execution.
- 20.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement contract for any equipment, materials or services.
- 20.3. If a formal Agreement is required, the Bidder understands that an Intent of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Board of County Commissioners and the successful Bidder.
- 20.4. Bidder is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.
- 20.5. Incorrect Pricing/Invoicing. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were

priced/invoiced incorrectly, Contractor agrees to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance. County shall in the same right, require Contractor to promptly remedy any and all inaccuracies, provide County any entitlements, and demonstrate actions for future compliance.

- 20.6. The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County deemed necessary for project competition by the Contractor.

**21. METHOD OF AWARD**

- 21.1. It is the intent of the County to award an Agreement to the Bidder who provides lowest responsive and responsible bid.

- 21.2. County reserves the right to require clarification or more information prior to award to guarantee the most responsive and responsible bid.

22. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

23. **BUDGET:** Project Budget will not be disclosed.

24. The Bidder will not be required to follow the prequalification and bidding procedures contained in the Rules for Prequalification, Debarment, Bidding and Work on Colorado Department of Highways' Road, Highway, and Bridge Public Projects, 2 CCR 601-10, ("Rules"). The County requires that the Contractor not be listed in the System for Award Management (SAM). <https://www.sam.gov/>

25. As soon as all Bids have been checked compared and evaluated, the County will return the bonds to all Bidders except the three lowest responsible bidders. The lowest responsible bidder will be asked to provide a surety bond and a performance bond and will be provided an Agreement for signature. The Bid Bond (or Certified Check) from the next two lowest responsible bidders will be retained until an Agreement, surety bond, and performance bond have been executed by the County. After such time their Bid Bond (or Certified Check) will be returned.

26. No award will be made to any person, firm, or corporation that is in arrears, or has unresolved violations, upon any obligation to the County.

27. Bidders are invited to be present at the public bid opening. In making copies of the bidding documents available on the above terms, the County does so only for the purpose of obtaining bids on the work and does not confer a license of grant for use.

28. Adams County is an Equal Opportunity Employer.

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Adams County Finance Department  
Purchasing Division  
4430 S. Adams County Parkway  
Brighton, Colorado 80601

## INVITATION FOR BIDS GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These General Terms and Conditions apply, but are not limited to all bids, proposals, qualifications and quotations (hereinafter referred to as "Bid" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations for Bids, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Bid", "Bids", "Solicitation" or "Solicitations").
2. **CONTENTS OF BIDS**
  - 2.1. **GENERAL CONDITIONS:** Contractors are required to submit their Bids in accordance with the following expressed conditions:
    - 2.1.1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.
    - 2.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the County's legal interpretation will prevail.
    - 2.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Bid and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Bid, it shall be construed that the Contractor's Bid fully complies with all conditions identified in this Solicitation.
3. The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If submitting a joint venture bid, or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Bid.
4. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 et. seq. ("CORA"). Accordingly, respondents are discouraged

from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this Solicitation process. Information that is reasonably considered proprietary should be clearly marked as confidential.

## **5. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS**

5.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the County's interpretation will prevail.

5.1.1. If any Contractor contemplating submitting a Solicitation is in doubt as to the true meaning of the Specifications or any other portion of the Solicitation, the Contractor must submit a written request via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

5.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Bids are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda to the extent specified.

**5.1.3. ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO ACKNOWLEDGE ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM SHALL BE ACKNOWLEDGED SEPARATELY.**

## **5.2. PRICES CONTAINED IN SUBMITTAL – DISCOUNTS, TAXES**

5.2.1. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

5.2.1.1. Federal Identification Number: 84-6000732

5.2.1.2. State of Colorado Tax Exempt Number: 98-03569

## **6. SIGNING BID**

6.1. Contractor, by affixing its signature to this Solicitation, certifies that its Bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Bid for the same items, or with the County. The Contractor also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the County's public procurement process, all

Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

## **7. PREPARATION AND SUBMISSION OF BID**

### **7.1. PREPARATION**

- 7.1.1. The Bid must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.
- 7.1.2. Bids must contain a manual signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page. The original cover page of this Solicitation must be included in all Bid responses. If the Contractor's authorized agent fails to sign and return the Contractor's Statement of the Solicitation, its Bid may be invalid and may be considered non-responsive.
- 7.1.3. Unit prices shall be provided by the Contractor on the Bid Schedules provided by the County. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 7.1.4. Alternate Bids will not be considered unless expressly permitted in the Specifications/Scope of Work.
- 7.1.5. The accuracy of the Bid is the sole responsibility of the Contractor. No changes in the Bid shall be allowed after the date and time that submission of the Bid is due.

### **7.2. SUBMISSION**

- 7.2.1. The Bid shall be sealed in an envelope with the Contractor's name and the Solicitation number on the outside. The County's Bid Schedules, which is attached to this Solicitation, must be used when the Contractor is submitting its Bid. The Contractor shall not alter the Bid Schedule. Only sealed Bids received by the County will be accepted; All Bids submitted via telephone, email, or facsimile machines will be discarded.
- 7.2.2. Each Bid must be submitted at the time and place, with the number of copies as specified in this IFB. Failure to submit the required number of copies may deem the Bid non-responsive.
- 7.2.3. Failure to provide any requested information may result in the rejection of the Bid as non-responsive.
- 7.2.4. Bid must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the Bid. Bids must be furnished exclusive of taxes.
- 7.2.5. Contractor is responsible for ensuring their Bid is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.
- 7.2.6. The County reserves the right to declare a Bid as non-responsive if any of these terms and conditions are in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

## **8. LATE BIDS**

- 8.1. Bids received after the date and time set for the opening shall be considered non-responsive and may be discarded, or returned unopened to the Contractor.
- 8.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 8.3. The County assumes no responsibility for a Bid being either opened early or improperly routed if the envelope is not clearly marked on the outside:

IFB NUMBER: 2019.504

ADA Transition Program – Area 5 – E 55th Ave Project

- 8.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the County has the prerogative of rescheduling the Bid opening time and date. No Bid will be considered above all other Bids by having met the Bid opening time and date requirements to the exclusion of those who were unable to present their Bid due to a situation severe enough to cause the County to close County offices.

## **9. MODIFICATIONS/WITHDRAWAL OF BIDS**

- 9.1. **MODIFICATIONS TO BIDS.** Bids may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Proposals to be opened. Each modification submitted to the Contract Specialist must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the Contract Specialist will be considered the valid modification.

### **9.2. WITHDRAWAL OF BIDS**

- 9.2.1. Bids may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Bids. Any withdrawal of a Bid submitted to the Contract Specialist must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.
- 9.2.2. Bids may not be withdrawn after the time and date set for the opening for a period of one-hundred twenty calendar days. If a Bid is withdrawn by the Contractor during this one-hundred twenty -day period, the County may, at its option, suspend the Contractor and may not accept any Bid from the Contractor for a six-month period following the withdrawal.

## **10. REJECTION OF BIDS**

- 10.1. **REJECTION OF BIDS.** The County may, at its sole and absolute discretion:

- 10.1.1. Reject any and all, or parts of any or all, Bids submitted by prospective Contractors;
- 10.1.2. Re-advertise this Solicitation;
- 10.1.3. Postpone or cancel the process;

- 10.1.4. Waive any irregularities in the Bids received in conjunction with this Solicitation; and/or
- 10.2. REJECTION OF A PARTICULAR BID. In addition to any reason identified herein, the County may reject a Bid under any of the following conditions:
  - 10.2.1. The Contractor misstates or conceals any material fact in its Bid Response;
  - 10.2.2. The Contractor's Bid does not strictly conform to the law or the requirements of the Solicitation;
  - 10.2.3. The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;
  - 10.2.4. The Bid does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Bid in accordance with the Solicitation;
  - 10.2.5. The Bid has not been executed by the Contractor through an authorized signature on the Contractor's Statement; and or
- 10.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids.

## **11. ELIMINATION FROM CONSIDERATION**

- 11.1. A Bid may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.
- 11.2. A Bid may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.
- 11.3. Any communications in regards to this Solicitation must go through the Contract Specialist. Any contact with other County personnel or County Contractors may be cause for disqualification.
- 11.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.
- 11.5. The Board of County Commissioners may rescind the award of any Bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

- 12. **QUALIFICATIONS OF CONTRACTOR:** The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

13. **AWARD OF SOLICITATION.** The County may award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.

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Adams County Finance Department  
Purchasing Division  
4430 S. Adams County Parkway  
Brighton, Colorado 80601

## BID PROPOSAL

### ADA Transition Program – Area 5 – E 55th Ave Project

Proposal of \_\_\_\_\_ (hereinafter called Bidder),

organized and existing under the laws of the State of \_\_\_\_\_, doing  
business as:

(an) (a) \_\_\_\_\_. \* (Insert "corporation, partnership, individual", as  
applicable)

To the Owner:

In accordance with the advertisement of Adams County inviting bid proposals for the **ADA Transition Program – Area 5 – E 55th Ave Project** herein before named, and in conformity with the Contract Plans, Contract Documents, Specifications, and Special Provisions and all Addenda pertaining thereto, all on file at the County.

The County's Contract Specialist for this project is identified in the Invitation to Bid.

Bidder hereby certifies that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation whatsoever; that an examination has been made of the site, of the work, and Contract form, together with the Plans, Specifications, and Special Provisions for the construction of the above named Project.

Bidder understands that the quantities of work shown herein are approximations and are subject to be increased or decreased; that all quantities of work, whether increased or decreased within the limits specified in the Contract, are to be performed at the unit prices or lump sums as shown on the attached schedule; that at the time of opening bids, a total bid only will be read, but that a comparison of bids will be based on the correct summation of item totals obtained from the unit prices or lump sum totals bid as provided in Section 102 Bidding Requirements and Conditions of the Project Specifications.

Bidder proposes to furnish all necessary machinery, equipment, tools, labor, and other means of construction, and to furnish all materials specified in the manner and at the time prescribed, all in accordance with the terms of the Contract Documents, Plans, Specifications, and the Special Provisions forming apart thereof.

Bidder further proposes to execute the form of Agreement and provide the required Bonds within 10 days after receiving written Notice of Intent to Award.

Bidder further proposes to perform all work in accordance with the Contract Documents, Plans, Specifications, Standard Special Provisions, and Project Special Provisions and in a good and workmanlike manner, and to renew or repair any work which may be rejected due to defective materials or workmanship, prior to final completion and acceptance by the County.

Bidder hereby agrees to commence work under this contract upon Receipt of Notice to Proceed and to fully complete the project within **90 calendar days** after notice to proceed. Failure to complete the project by this date, or an extended date approved by the County, will result in liquidated damages being assessed.

<b>NOTICE CONCERNING BID</b>
------------------------------

BIDDERS must use correct Bid forms. Failure to use the correct Bid forms shall cause rejection of the bid.
--

Bids may be considered non-responsive if they do not include bids for all of the items listed in the Bid Schedules.
---

The quantities listed in the Bid Schedule are estimates only, and indicate relative amount of anticipated work.
---

The total amount of the Project (Total) shall be restated on the Bid Summary.
---

<b>Unless otherwise noted, all bid items are considered complete in place and removal bid quantities include haul and proper material disposal.</b>
---





Adams County Finance Department  
Purchasing Division  
4430 S. Adams County Parkway  
Brighton, Colorado 80601

## BID SUMMARY

ADA Transition Program – Area 5 – E 55<sup>th</sup> Ave Project

PROJECT ID: 30569135

IFB NUMBER: 2019.504

TOTAL FROM BID SCHEDULES: \$ _____	
(Amount in Figures)	
_____	
_____ DOLLARS.	
(Written Amount)	

Respectfully Submitted:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Name:

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
FAX No

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed or Typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
License No. (if applicable)

### ADDENDA ACKNOWLEDGMENTS

I, the undersigned, as Secretary of the Corporation submitting the foregoing Proposal, hereby certify that, under and pursuant to the bylaws and resolutions of said corporation, each officer who has signed said Proposal on behalf of the corporation is fully and completely authorized so to do. (SEAL)

ATTEST: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
ADDENDA NO.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDENDA NO.

\_\_\_\_\_  
DATE



Adams County Finance Department  
Purchasing Division  
4430 S. Adams County Parkway  
Brighton, Colorado 80601

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
(Name and Address of Contractor)

as Principal, and \_\_\_\_\_ as Surety,  
(Name and Address of Surety)

are hereby held and firmly bound unto Adams County as OWNER in the penal sum  
of \_\_\_\_\_ for the payment of which, well  
and truly to be made, we hereby jointly and severally bind ourselves, successors, and assign.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to Adams County a certain BID,  
attached hereto and hereby made a part hereof to enter a contract in writing,  
for \_\_\_\_\_

(Project Name and Project Number)

NOW THEREFORE,

(A) If said BID shall be rejected, then this obligation shall be void.

(B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (property completed in accordance with said BID) and shall furnish a BOND for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
(Principal, Contractor)

\_\_\_\_\_  
(Surety)

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

IMPORTANT - - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



Adams County Finance Department  
Purchasing Division  
4430 S. Adams County Parkway  
Brighton, Colorado 80601

## **BID SCHEDULE(S)**

All Bid Schedules shall be provided via PDF and in the Excel files as specified herein.

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**ADAMS COUNTY PROJECT NO: 2017.281**  
**ADAMS COUNTY PUBLIC WORKS**  
**2017 ADA TRANSITION PROGRAM - 5 AREAS**  
**AREA 5 - 55TH AVENUE**  
**SCHEDULE OF PRICES**

Contractor: \_\_\_\_\_

Bid Letting Date: \_\_\_\_\_

ITEM NUMBER	ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	COST
201-00000	CLEARING AND GRUBBING	L S	1		
202-00010	REMOVAL OF TREE	EACH	20		
202-00035	REMOVAL OF PIPE	LF	14		
202-00200	REMOVAL OF SIDEWALK	SY	8		
202-00203	REMOVAL OF CURB AND GUTTER	LF	367		
202-00204	REMOVAL OF CURB, GUTTER AND SIDEWALK	LF	673		
202-00206	REMOVAL OF CONCRETE CURB RAMP	SY	108		
202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	1,241		
202-00220	REMOVAL OF ASPHALT MAT	SY	739		
202-00240	REMOVAL OF ASPHALT MAT (PLANNING)	SY	495		
202-00705	REMOVAL OF LIGHT STANDARD FOUNDATION	EACH	1		
203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	CY	493		
203-00100	MUCK EXCAVATION	CY	50		
203-01597	POTHOLING	HOUR	40		
203-02330	LABORER	HOUR	10		
203-01594	COMBINATION LOADER	HOUR	10		
207-00205	TOPSOIL	CY	135		
208-00002	EROSION LOG TYPE 1 (12 INCH)	LF	110		
208-00035	AGGREGATE BAG	LF	40		
208-00045	CONCRETE WASHOUT STRUCTURE	EACH	1		
208-00054	STORM DRAIN INLET PROTECTION (TYPE II)	EACH	13		
208-00070	VEHICLE TRACKING PAD	EACH	1		
208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HOUR	40		
208-00105	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT)	HOUR	40		
208-00106	SWEEPING (SEDIMENT REMOVAL)	HOUR	20		
208-00207	EROSION CONTROL MANAGEMENT	DAY	40		
210-00810	RESET GROUND SIGN	EACH	4		
210-01000	RESET FENCE	LF	209		
210-04010	ADJUST MANHOLE	EACH	3		
210-04050	ADJUST VALVE BOX	EACH	4		
210-04060	ADJUST WATER METER	EACH	1		
212-00006	SEEDING (NATIVE)	ACRE	0.11		
213-00003	MULCHING (WEED FREE)	ACRE	0.11		
216-00201	SOIL RETENTION BLANKET (STRAW-COCONUT) (BIODEGRADABLE CLASS 1)	SY	218		
304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	3		
403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	193		
403-34741	HOT MIX ASPHALT (GRADING SX)(75)(PG-64-22)	TON	74		
412-00600	CONCRETE PAVEMENT (6 INCH)	SY	50		
412-00800	CONCRETE PAVEMENT (8 INCH)	SY	351		
412-01000	CONCRETE PAVEMENT (10 INCH)	SY	306		
607-11525	FENCE (PLASTIC)	LF	100		
608-00006	CONCRETE SIDEWALK (6 INCH)	SY	294		
608-00010	CONCRETE CURB RAMP	SY	168		
609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	340		
609-22022	CURB, GUTTER AND SIDEWALK TYPE 2 (SECTION II-B)	LF	1,201		
609-22900	CURB, GUTTER AND SIDEWALK (SPECIAL)	LF	118		
609-24008	GUTTER TYPE 2 (8 FOOT)	LF	92		
610-00020	MEDIAN COVER MATERIAL (PATTERNED CONCRETE)	SF	1,278		
619-50960	12 INCH PLASTIC PIPE	LF	14		
620-00020	SANITARY FACILITY	EACH	1		
625-00000	CONSTRUCTION SURVEYING	L S	1		
625-00001	CONSTRUCTION SURVEYING (HOURLY)	HOUR	20		
626-00000	MOBILIZATION	L S	1		
626-01000	PUBLIC INFORMATION SERVICES	L S	1		
627-00005	EPOXY PAVEMENT MARKING	GAL	2		
630-00000	FLAGGING	HOUR	600		
630-00007	TRAFFIC CONTROL INSPECTION	DAY	24		
630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	90		
630-80336	BARRICADE (TYPE 3 M-B) (TEMPORARY)	EACH	11		
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EACH	26		
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EACH	13		
630-80343	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE C)	EACH	4		
630-80355	PORTABLE MESSAGE SIGN PANEL	EACH	2		

ADAMS COUNTY PROJECT NO: 2017.281  
ADAMS COUNTY PUBLIC WORKS  
2017 ADA TRANSITION PROGRAM - 5 AREAS  
AREA 5 - 55TH AVENUE  
SCHEDULE OF PRICES

Contractor: \_\_\_\_\_

Bid Letting Date: \_\_\_\_\_

ITEM NUMBER	ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	COST
630-80360	DRUM CHANNELIZING DEVICE	EACH	100		
700-70010	F/A MINOR CONTRACT REVISIONS	FA	1	\$25,000.00	\$25,000.00
700-70037	F/A CONTAMINATED SOIL	FA	1	\$2,000.00	\$2,000.00
700-70170	F/A POTHOLE UTILITIES	FA	1	\$2,000.00	\$2,000.00
700-70310	F/A LANDSCAPING	FA	1	\$1,000.00	\$1,000.00
700-70380	F/A EROSION CONTROL	FA	1	\$3,000.00	\$3,000.00
TOTAL BID COST:					



Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

## Addendum #2

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IFB Issue Date: February 4, 2019  
IFB Number: IFB-SS-2019.504  
IFB Title: **2019 ADA Transition Program - Area 5 Project**

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**Adams County shall incorporate the following responses to questions herein:**

**Question and Answer:**

**Q1.: In the specifications, under the Force Account, for Erosion Control is says a total of \$2,000.00 on the bid schedule it is predisplayed as \$3,000.00. Please confirm the correct pricing.**

**A1.: The correct pricing for 700-70380 F/A Erosion Control is \$3,000.00.**

**\*\*The Remainder of this page left blank.\*\***

END OF ADDENDUM #2

ADAMS COUNTY PUBLIC WORKS  
2017 ADA TRANSITION PROGRAM – 5 AREAS  
AREA 5 – E 55<sup>TH</sup> AVE.  
SPECIAL PROVISIONS

**STANDARD CONSTRUCTION SPECIFICATIONS**

Standard Construction Specifications shall be the Colorado Department of Transportation “Standard Specifications for Road and Bridge Construction, adopted in 2011 and as hereinafter modified shall be used for this project.

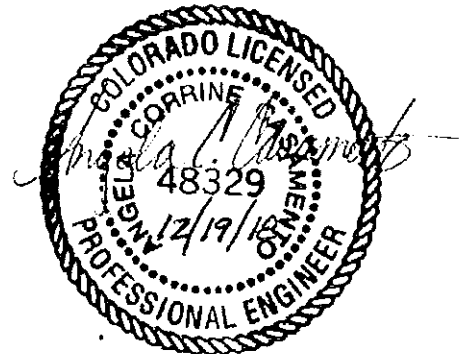
**STANDARD CONSTRUCTION DETAILS**

It is the intent of the County to use applicable details from the “Adams County Development Standards and Regulations” Engineering, Access, and Drainage Standards, Adams County, January 2005, the Colorado Department of Transportation M&S Standards (current revision), Americans with Disabilities Act (ADA) Transition Plan for Public Right-of-Way in Unincorporated Adams County, Colorado, and the Manual on Uniform Traffic Control Devices for Streets and Highways, US Department of Transportation, Federal Highway Administration (current revision).

**PROJECT SPECIAL PROVISIONS**

The following Special Provisions take precedence over the Standard Specifications or Plans. Anything mentioned in the specifications and not shown in the drawings, or shown in the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. These Special Provisions supplement or amend the referenced Standard Specifications.

References to Adams County, County, Department, or Engineer in the Standard Specifications and/or Project Special Provisions refer to the Adams County Construction Manager.



ADAMS COUNTY PUBLIC WORKS  
2017 ADA TRANSITION PROGRAM – 5 AREAS  
AREA 5 – E 55<sup>TH</sup> AVE.  
SPECIAL PROVISIONS

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ADAMS COUNTY PUBLIC WORKS  
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SPECIAL PROVISIONS

**CDOT STANDARD SPECIAL PROVISIONS**

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SPECIAL PROVISIONS

**MISCELLANEOUS PROVISIONS**

**1. SALES AND USE TAXES**

C.R.S. 39-26-708 provides that contractors and subcontractors are exempt from certain state taxes on sales, storage, use or consumption of construction and building materials for use in the building, erection, alteration, or repair of structures, highways, roads, streets, and other public works owned and used by governmental agencies in their official capacities. The successful bidder on this project must apply for and obtain a Certificate of Exemption from the State Department of Revenue. Further, the bidder shall not include the costs of any sales or use tax exempted by statute in the bid amount, nor shall the County pay for any such tax which Contractor may pay as a result of its failure to apply for a tax exempt certificate.

**2. CITY, STATE AND FEDERAL LAWS**

Bidders shall familiarize themselves with the provisions of the laws of the State of Colorado, of the Federal Government, all local laws and all regulations pursuant to any of them pertaining to the proposed work and shall comply with the same.

**3. WORKING HOURS**

Unless special arrangements are made with the County Project Manager, working hours shall be 8:00 AM to 5:00 PM, Monday through Friday. No work shall be performed on observed holidays, weekends, or nights unless special permission is granted by the County Project Manager.

In order to assure proper availability of construction supervision or other personnel from the County's staff, five (5) days written notice shall be delivered to the County Project Manager prior to any work performed on Saturdays, Sundays, nights or observed holidays.

The failure by the Contractor to provide minimum notices shall not be considered for time extensions or extra compensation

ADAMS COUNTY PUBLIC WORKS  
2017 ADA TRANSITION PROGRAM – 5 AREAS  
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SPECIAL PROVISIONS

**COMMENCEMENT AND COMPLETION OF WORK**

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

- (a) The Contractor shall not commence work prior to the issuance of a Notice to Proceed. The "Notice to Proceed" will stipulate the date on which contract time commences. When the Contractor proceeds with work prior to that date, contract time will commence on the date work actually begins. The Contractor shall commence work under the Contract on or prior to the 15th day following Contract execution or the 30th day following the date of award, whichever comes later, or in accordance with the selected start date allowed in the special provisions.
- (b) The Contractor shall notify the Engineer in writing, at least 5 days before the proposed beginning date.
- (c) The date that contract time begins shall be subject to the County's approval. A different date may be authorized in writing by the County in the "Notice to Proceed."

The Contractor shall complete all work in **90 calendar days** after Notice to Proceed.

ADAMS COUNTY PUBLIC WORKS  
2017 ADA TRANSITION PROGRAM – 5 AREAS  
AREA 5 – E 55<sup>TH</sup> AVE.  
SPECIAL PROVISIONS

**WARRANTY**

COUNTY IMPROVEMENTS:

The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one (1) year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for the Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed by another contractor at the expense of the original Contractor. This section does not relieve the original Contractor from liability for defects which become known after one (1) year.

ADAMS COUNTY PUBLIC WORKS  
2017 ADA TRANSITION PROGRAM – 5 AREAS  
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SPECIAL PROVISIONS

**TRAFFIC CONTROL PLAN GENERAL**

The key elements of the Contractor's method of handling traffic (MHT) are outlined in subsection 630.09.

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

- (1) Subsection 104.04 and Section 630 of the specifications
- (2) Schedule of Construction Traffic Control Devices
- (3) Standard Plan S-630-1, Traffic Controls for Highway Construction
- (4) Standard Plan S-630-2, Drums, and Vertical Panels
- (5) Manual on Uniform Traffic Control Devices (MUTCD)

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

During the construction of this project, traffic shall be maintained on a paved surface, or as approved by the Engineer.

The Contractor shall not have construction equipment or materials in the lanes open to traffic at any time, unless approved by the Engineer.

During the work, two-lanes shall be maintained at all times to accommodate two directions of traffic, unless otherwise approved by the County. Lane width shall be at a minimum of 12-ft. unless approved by the County.

If required, limited closures will be allowed on the weekend (Saturday and Sunday). The Contractor shall request closure of any street from Adams County in advance.

All temporary road closures are subject to prior approval of the County. If approved, temporary road closures shall be limited to areas not requiring access to properties.

Temporary road closures are subject to the following requirements:

1. The Contractor shall submit for review and approval by the Owner all signage and detour plans. Plans must be submitted not less than three weeks prior to the intended date of the closure. The signage and detour plans must conform to the current *Manual on Uniform Traffic Control Devices* (MUTCD) requirements for roadway construction and maintenance zones.
2. Contractor shall provide the traveling public a minimum of two weeks prior notice for the temporary road closure. Prior notice shall be provided using Portable Message Sign Boards.
3. Twenty-four (24) hours prior to any street closure, the Contractor shall call those agencies on the 'Road Closures (Notification of Agencies)' list which will be affected by the street closure. The Contractor shall also notify ADCOM (Police/Fire) and the Public Works Department immediately prior to any street closure and after the completion of the closure when normal traffic flow is restored.
4. While the street closure is in place, the Contractor shall maintain the signage along the closure and detour route to assure the signage conforms to the approved detour plans. Should the signage at any time fail to conform to MUTCD requirements, the Contractor shall correct the deficiency immediately. In the case of failure to conform to MUTCD requirements by the Contractor, the Owner may void the street cut/right-of-way permit and the Contractor will be required to return the street to original condition and to vacate the public right-of-way.

ADAMS COUNTY PUBLIC WORKS  
2017 ADA TRANSITION PROGRAM – 5 AREAS  
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SPECIAL PROVISIONS

2

**TRAFFIC CONTROL PLAN GENERAL**

5. Upon completion of the street closure all traffic control devices not required within the construction zone for public safety shall be removed from the public right of way. When it is not practical to remove signs from the public right-of-way, signs shall be positioned where they do not interfere with traffic movement and sign faces shall be turned where the signs will not give misleading information to motorists.
6. Traffic control devices may not be placed on the sidewalk where they may interfere with pedestrians using the sidewalk.
7. Any Contractor working within the right-of-way in violation of this policy shall be required to stop work immediately, to restore the street to its original condition, and to vacate the right-of-way. Prior to re-commencing work, the Contractor shall obtain an approved traffic control plan and a street cut/right-of-way permit, and shall pay double the permit fees.

Employee vehicle parking is prohibited where it conflicts with safety, access or flow of traffic. No employee parking will be allowed within the construction zone unless approved by the County.

**Subsection 630.10 shall include the following:**

The Contractor's Superintendent and Traffic Control Manager (TCM) shall be equipped with a mobile telephone unit at all times that has a local number for contact with one another, the Project Engineer, or emergency response dispatchers when emergency services are required. The TCM shall make immediate contact with emergency personnel as required to assist accident victims, expedite the removal of broken down vehicles, and maintain the smooth flow of traffic.

The Contractor shall specify in the PIP, per Section 626, how they plan to disseminate information about the approved Traffic Control Plan.

ADAMS COUNTY PUBLIC WORKS  
2017 ADA TRANSITION PROGRAM – 5 AREAS  
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SPECIAL PROVISIONS

**FORCE ACCOUNT ITEMS**

**DESCRIPTION**

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

**BASIS OF PAYMENT**

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

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

Force Account Item	Quantity	<u>Estimated</u> Amount
F/A Minor Contract Revisions	FA	\$25,000*
F/A Contaminated Soil	FA	\$ 2,000
F/A Erosion Control	FA	\$ 2,000*
F/A Landscaping	FA	\$ 1,000*
F/A Pothole Utilities	FA	\$ 2,000

F/A Minor Contract Revisions – This work consists of minor work authorized and approved by the County which is not included in the contract plans or specifications and which is necessary to accomplish the scope of work of this contract.

F/A Contaminated Soil – Payment for removal of contaminated soil will be in accordance with Section 250 - Environmental, Health and Safety Management”.

F/A Erosion Control – Pavement for erosion and sediment control work and materials as directed by the Engineer.

F/A Landscaping – This work consists of excavating material to a depth of 4” furnishing and installing weed barrier (overlapping the existing weed barrier by 1 foot minimum), and furnishing and installing landscaping rock that matches the surrounding rock in the landscaped area.

F/A Pothole Utilities – Payment – Payment for unforeseen utility work performed by other forces (State, Local Agency, Private utilities or Railroads).

ADAMS COUNTY PUBLIC WORKS  
2017 ADA TRANSITION PROGRAM – 5 AREAS  
AREA 5 – E 55<sup>TH</sup> AVE.  
SPECIAL PROVISIONS

**UTILITIES**

Known utilities within the limits of this project are:

UTILITY/ADDRESS	CONTACT/EMAIL	PHONE
Century Link 5325 Zuni Street Denver, CO 80221	Justin Metzler justin.metzler@centurylink.com	720-578-3710
Comcast 8000 E Iliff Ave. Denver, CO 80231	David Sprout david_sprout@cable.comcast.com	303-603-2676
MCI 707 17 <sup>th</sup> St. Denver, CO 80202	David McAllister david.mcallister@verizon.com	303-214-7115
North Washington Street Water and Sanitation District 3172 E. 78 <sup>th</sup> Ave. Denver, CO 80229	Joe James jjames@nwsbsd.com	303-288-6664
Xcel Energy (Electric) 1123 West 3 <sup>rd</sup> Avenue Denver, CO 80223	April Ward april.j.davis@xcelenergy.com	303-425-3811
Xcel Energy (Gas) 1123 West 3 <sup>rd</sup> Avenue Denver, CO 80223	April Ward april.j.davis@xcelenergy.com	303-425-3811
Zayo Bandwidth 1621 18 <sup>th</sup> St. Suite 100 Denver, CO 80202	Jeramie Trotter jeramie.trotter@zayo.com	406-209-7250

The work described in these plans and specifications requires coordination between the Contractor and the utility companies in accordance with Adams County in conducting their respective operations as necessary to complete the utility work with minimum delay to the project. Also, in accordance with the plans and specifications, and as directed by the Engineer, the Contractor shall keep the utility company(s) advised of any work being done to their facility, so that the utility company(s) can coordinate their inspections for final acceptance of the work with the Project Manager.

**PART 1 - CONTRACTOR SHALL PERFORM THE WORK LISTED BELOW:**

Coordinate project construction with the performance by the utility owner of each utility work element listed in Part 2 below. Perform preparatory work specified in Part 2 for each utility work element. For all utilities other than Xcel Energy, the following procedure applies:

Provide an accurate construction schedule that includes all utility work elements to the owner of each impacted utility. Provide each utility owner with periodic updates to the schedule. Conduct necessary utility coordination meetings, and provide other necessary accommodations as directed by the Engineer. Notify each utility owner in writing, with a copy to the Engineer, prior to the time each utility work element is to be performed by the utility



ADAMS COUNTY PUBLIC WORKS  
2017 ADA TRANSITION PROGRAM – 5 AREAS  
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SPECIAL PROVISIONS

**2**  
**UTILITIES**

owner. Provide the notice the number of days specified in Part 2 immediately prior to the time the utility work must be begun to meet the project schedule.

For Xcel Energy, the following procedure applies:

At the pre-construction meeting, notify the Engineer of schedule requirements for completion of utility work as specified in Part 2. Based upon scheduling needs, the Manager of Public Works will send a Work Request to Xcel Energy per the Franchise Agreement between Adams County and Public Service Company of Colorado, and the related Operating Agreement and Street Lighting Agreement (collectively know as the “Franchise Agreements”). Referring to Relocation of Xcel Energy Facilities, Section 5.7 of the Franchise Agreement states that “The relocations set forth in Section 5.7.A of the franchise shall be completed within a reasonable time, not to exceed ninety (90) days from the date on which the Manager of Public Works requests, in writing, that the relocation commence.”

Conduct necessary utility coordination meetings, and provide other necessary accommodations as directed by the Engineer. Complete any other tasks as specified in Part 2 or elsewhere in this utility specification.

Prior to excavating, the Contractor shall positively locate all potential conflicts with existing underground utilities and proposed construction, as determined by the Contractor according to proposed methods and schedule of construction. The Contractor shall modify construction plans to avoid existing underground facilities as needed, and as approved by the Engineer. Please note that UNCC marks only its members’ facilities – Other facilities, such as ditches and drainage pipes may exist, and it is the Contractor’s responsibility to investigate, locate and avoid such facilities.

The Contractor shall provide written notices to each utility owner, with a copy to the Engineer, immediately prior to each utility work element on the construction schedule that is expected to be coordinated with construction. The Contractor shall allow the number of work days required for each utility work element in the construction schedule. The number of days expected for construction and number of days of prior notice is specified below for each utility owner.

Provide traffic control, as directed by the Engineer, for any utility work by the utility owner expected to be coordinated with construction. However, traffic control for utility work outside of typical project work hours shall be the responsibility of the utility owner.

Perform each utility work element for every utility owner listed here in Part 1. Notify each utility owner in advance of any work being done by the Contractor to its facility, so that the utility owner can coordinate its inspections for final acceptance of the work with the Engineer.

**All Utility Owners:**

Contractor shall locate and pothole all potential conflicts with existing buried utility facilities with the proposed construction, as shown on the plans or by field location markings. If a conflict exists, modify proposed construction plans to avoid all existing buried utility facilities as approved by the Engineer. Contractor shall contact utility owners 5 days prior to potholing to allow their observation of potholing activities.

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**UTILITIES**

The work listed below shall be performed by the Contractor in accordance with the plans and specifications, and as directed by the Engineer. The Contractor shall keep each utility company advised of any work being done to its facility, so that the utility company can coordinate its inspections for final acceptance of the work with the Engineer.

**PART 2 - UTILITY COMPANIES SHALL PERFORM THE WORK LISTED BELOW:**

The Contractor shall provide traffic control for any utility work expected to be coordinated with construction, as directed by the County Engineer. However, traffic control for utility work outside of typical project work hours shall be the responsibility of the utility owner. The utility owner shall prepare and submit to the County a Method of Handling Traffic for utility work to be performed outside typical project work hours. The utility owner shall obtain approval of the Method of Handling traffic from the County Engineer prior to beginning the utility work to be performed outside typical project work hours.

Contractor shall contact utility owners 5 days prior to potholing to allow their observation of potholing activities.

**All Utility Owners:**

Contractor shall locate and pothole all potential conflicts with existing buried utility facilities with the proposed construction, as shown on the plans or by field location markings. If a conflict exists, modify proposed construction plans to avoid all existing buried utility facilities as approved by the Engineer.

The work listed below shall be performed by the Utility Companies or their agents in accordance with the plans and specifications, and as directed by the Engineer. The Utility Companies shall keep the County and Contractor advised of any work being done within the project limits, so that the Contractor can coordinate inspections for final acceptance of the work with the Engineer.

The Contractor shall provide the utility owner written notice one week prior to each utility work element expected to be coordinated with construction.

**GENERAL:**

The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavation or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days, not including the day of notification, prior to commencing such operations. The Contractor shall contact the Utility Notification Center of Colorado (UNCC) at (8-1-1) 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 location of utility facilities as shown on the plan and profile sheets, and herein described, were obtained from the best available information.

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

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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:

Whenever the following terms or pronouns are used in these specifications or in other contract documents, the intent and meaning shall be interpreted as follows:

**101.10 CDOT Resident Engineer.** This definition shall be interpreted to mean the Adams County Public Works Project Manager.

**101.28 Department.** It shall be interpreted to mean Adams County Public Works.

**101.29 Engineer.** It shall be interpreted to mean the Engineer, Adams County Public Works or their designated representative.

**101.51 Project Engineer.** It shall be interpreted to mean:

The Chief Engineer's duly authorized representative who may be a County employee or an employee of a consulting engineer (consultant) under contract to County as defined below:

(a) County Project Engineer. The County employee, assigned by the Resident Engineer, who is the Chief Engineer's duly authorized representative. The County Project Engineer is in direct charge of the work and is responsible for the administration and satisfactory completion of the project under contract.

(b) Consultant Project Engineer. The consultant employee under the responsible charge of the consultant's Professional Engineer who is in direct charge of the work and is responsible for the administration and satisfactory completion of the project. The Consultant Project Engineer's duties are delegated by the County in accordance with the scope of work in the consultant's contract with County. The Consultant Project Engineer is not authorized to sign or approve Contract Modification Orders.

(c) Construction Inspector. The County employee, assigned by the Construction Inspection Supervisor. The Construction Inspector is in direct charge of the construction work and is responsible for the administration and satisfactory completion of the project under contract.

**After Subsection 101.95, insert these definitions as follows:**

**Addendum:** A Supplement to any of the Contract Documents issued, in writing, after advertisement of but prior to the opening of bids for a contract.

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

**Board of County Commissioners:** The Adams County Board of Commissioners acting under the authority of the laws of the State of Colorado.

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**REVISION OF SECTION 101  
DEFINITIONS AND TERMS**

**Change Order:** A written order issued by the Engineer to the Contractor to make changes in the work or to perform extra work, and setting forth conditions for payment and/or adjustment in time of completion.

**Contract:** The written agreement between the County and the Contractor setting forth the obligations of the parties, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The “Contract” includes the: Invitation for Bids, Bid Proposal, Bid Summary, Bid Schedule, Bid Bond, Addenda, Notice of Award, the signed version of the contract, performance and payment bonds, Certificates of Insurance, (as required),

Special Provisions, Project Special Provisions, Standard Special Provisions, Detailed Plans, Standard Plans, Supplemental Specifications, Standard Specifications, and Notice to Proceed; also included are any contract modification orders, permits and agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

**Contract Modification Order:** A written order issued to the Contractor by the Department covering contingencies, extra work, increases or decreases in contract quantities, and additions or alterations to the plans or specifications, within the scope of the Contract, and establishing the basis of payment and time adjustments for the work affected by the changes. The Contract Modification Order is the only method authorized for changing the Contract. Contract Modification Orders must be approved as established in subsection 105.14.

**County:** Adams County, organized and existing under and by virtue of the laws of the State of Colorado. See Owner.

**Department:** Adams County.

**Director:** Director of Public Works for Adams County, Colorado.

**Holidays:** Holidays recognized by Adams County are:

- New Year’s Day
- Dr. Martin Luther King Junior’s Birthday (observed)
- Presidents’ Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans’ Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

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**REVISION OF SECTION 101  
DEFINITIONS AND TERMS**

When New Year's Day, Independence Day, or Christmas Day fall 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.

Additional legal holidays, when designated by the Governor of Colorado or the President of the United States, will also be recognized.

**Municipal Separate Storm Sewer System (MS4):** Any public owned conveyance or system of conveyances that discharges to waters of the U.S. and is designed or used for collecting or conveying stormwater, is not a combined sewer, and is not part of a publicly owned treatment works (POTW). Examples include roadside ditches, gutters, channels, catch basins, storm drain system (pipes, manholes, culverts, and inlets).

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**REVISION OF SECTION 102  
PREQUALIFICATION OF BIDDERS**

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

**Subsection 102.01 shall be deleted and replaced with the following:**

The bidder will not be required to follow the prequalification and bidding procedures contained in the Rules Governing Construction Bidding for CDOT Public Works Projects, 2 CCR 601-10, (“Rules”), on file with the Colorado Secretary of State. The County requires the bidders not be listed in the National Data Base – Excluded Parties List System (EPLS). The Link of EPLS is listed below:

<https://www.epls.gov/>

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**REVISION OF SECTION 103  
AWARD AND EXECUTION OF CONTRACT**

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

**Subsection 103.01 shall be deleted and replaced with the following:**

After the bids are opened and read, they will be evaluated and the Contract awarded or rejected in accordance with the bid procedures in the Invitation for Bid

**Add Subsection 103.05 which shall include the following:**

Return of proposal guarantee:

Any proposal guarantee consisting of a bid bond will be retained by the County.

Any proposal guarantee consisting of a certified check or cashier's check will be treated as Invitation For Bids as follows:

- (A) As soon as each Bid Proposal, Bid Summary, Bid Schedule, Bid Bond and other required information have been checked compared and evaluated, the County will return the bonds of all except the three lowest responsible bidders.
- (B) The lowest responsible bidder will be asked to provide a surety bond and a performance bond and will be provided an Agreement for signature.
- (C) The Bid Bond (or Certified Check) from the next two lowest responsible bidders will be retained until an Agreement, surety bond, and performance bond have been executed or approved by the County. After such time their Bid Bond (or Certified Check) will be returned.

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**REVISION OF SECTION 104  
MAINTAINING TRAFFIC**

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

**Subsection 104.04 shall include the following:**

Throughout the duration of the construction the Contractor shall:

- Coordinate the work on access drives with the affected property owners and provide a minimum of five (5) business days notification to emergency dispatch and affected property owners prior to commencing construction activities which will affect their access and normal traffic movements. Contractor shall also provide notifications as required in Revision of Section 626 – Public Information Services.
- Take all necessary measures to maintain a normal flow of vehicular and pedestrian traffic to prevent accidents and to protect the work throughout the entire project. The Contractor shall make the necessary arrangements to reroute traffic, provide and maintain barriers, cones, guards, barricades, and construction warning and regulatory signs. Unless otherwise approved by the County only a maximum of three streets in a subdivision shall be under construction at any time during construction of the project. It shall be the Contractor's responsibility to maintain roadway traffic safety, adequately, and continuously on all portions of existing roads, detours and cross roads affected by this work.
- The Contractor shall maintain that portion of the existing roadway, including trench cut areas for the Project, being used to carry traffic, on an all-weather surface, so that traffic may readily pass over it, including provisions of any required temporary pavement markings.
- No interference with traffic will be allowed after 12:00 p.m. the day before a 3- or 4-day holiday weekend, as listed under 108.06 of the CDOT's Standard Specifications for Road and Bridge Construction on Federal Boulevard.
- The Contractor shall follow the CDOT's requirements listed in the new access permit.
- The Contractor shall submit Construction Traffic control plans (TCP's) and Methods of Handling Traffic (MHT's) to the County and CDOT for review and approval prior to mobilization for the construction.



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**REVISION OF SECTION 105  
CONTROL OF WORK**

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

Subsection 105.05, 105.06, and 105.07 shall include the following:

Incentive Payments will not be used for this project. Disincentive Payments may be used at the discretion of the County.

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**REVISION OF SECTION 105  
COOPERATION BETWEEN CONTRACTORS**

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

**Subsection 105.12 shall include the following:**

Other construction agencies may be working in the vicinity of the project. The Contractor shall conduct the work so as not to interfere with or hinder the progress or completion of the work being performed by other agencies or contractors.

The Contractor has the responsibility of coordinating the work with the construction operations of other contractors working in the vicinity.

The Contractor shall coordinate work with the other contractors and utility companies to insure the construction of all projects occurs with minimal disruption to the traveling public. The Contractor is responsible for determining and addressing all construction and other potential coordination issues that may impact the project. The Contractor is not entitled to compensation for delays caused by other construction activity.

Available project construction schedules from all the projects in the area will be shared upon request and availability.

All permits and licenses necessary for the performance of the work shall be secured by the Contractor. The Contractor shall be responsible for obtaining all necessary permits prior to beginning construction for work. The cost associated with all permits (including providing additional insurance requirements) shall be considered part of the work and no additional compensation shall be made. The Contractor shall be required to obtain a construction permit from the Adams County Public Works prior to starting the work. There is no charge for the County permit.

It shall be the responsibility of the Contractor to determine the type of permits required for the work. A copy of all permits shall be available on the job site at all times.

All permits' costs for the project will not be measured and paid for separately but shall be included in the lump sum for Mobilization.

**A Cooperation between Contractors Plan** that includes communication and coordination of work schedules shall be submitted for review and acceptance by the Engineer five days prior to the start of work. As a minimum the plan shall address the following:

- (1) Coordination of emergency vehicles through the projects and the implementation of an Emergency Vehicle Access Plan.
- (2) Coordination of work to not exceed the maximum traffic delays specified in the contract.
- (3) Coordination of road closures to minimize delay to the traveling public.
- (4) Communication with the local emergency responders and law enforcement agencies.
- (5) Communication with nearby Projects.

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**REVISION OF SECTION 105  
COOPERATION BETWEEN CONTRACTORS**

Updates to the Emergency Vehicle Access Plan shall be posted by the Contractor's Project Manager. This shall include updated information to be maintained on the Contractor's local number Public Information line for the Project. Updates shall be posted weekly or whenever changes have been approved by Adams County.

The Contractor shall schedule and coordinate all traffic lane closures and methods of handling traffic (MHT) at least five days prior to the lane closure or MHT taking effect. All other phasing sequencing shall be submitted to the County Engineer for approval prior to its implementation.

Contractors' representatives shall meet with Adams County staff and other entities as often as necessary to maintain coordination of construction activities.

The cost of the coordination and communication equipment shall be included in the work with no separate payment.

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**REVISION OF SECTION 106  
CONTROL OF MATERIAL (SAMPLING)**

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

**Subsection 106.03, delete the fifth paragraph and replace with the following:**

Samples will be taken by the County except that the Contractor shall sample the following:

- (1) Asphalt cement, asphalt rejuvenating agent and emulsified asphalt in accordance with AASHTO T 40.
- (2) Hot mix asphalt items 403 in accordance with Colorado Procedure 41.
- (3) Hot mix asphalt items 405 in accordance with Colorado Procedure 41 (Method C).
- (4) A composite of aggregates for hot mix asphalt in accordance with Colorado Procedure 30.
- (5) Plastic Portland cement concrete in accordance with AASHTO T 141. The Contractor shall dispose of the concrete sample after testing.

The Project Engineer will designate the sampling time, location, and sample size. The sampling will be conducted in the presence of the Project Engineer or designee.

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**REVISION OF SECTION 107  
PERMITS, LICENSES, PROTECTION OF EXISTING PROPERTY,  
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

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

**Subsection 107.02 shall include the following:**

The Contractor shall be responsible to obtain right to access permits from the property owners for work outside the public right-of-way.

All permits and licenses necessary for the performance of the work shall be secured by the Contractor. The Contractor shall be responsible for obtaining all necessary permits prior to beginning construction for work. The cost associated with all permits (including providing additional insurance requirements) shall be considered part of the work and no additional compensation shall be made. The Contractor shall be required to obtain a construction permit from the Adams County Public Works prior to starting the work. There is no charge for the County permit.

Below is a list of anticipated permits that will be required for the project. This list is provided as an aid and shall not be interpreted as a complete list of all permits that may be required. It shall be the responsibility of the Contractor to determine the type of permits required for the work. A copy of all permits shall be available on the job site at all times.

<u>Permit</u>	<u>Issuing Agency</u>
Building Demolition Permit	CDPHE, and Adams County Community & Economic Development
Stormwater Construction Sign-off	Adams County Public Works
Hauling Permit	Adams County Community and Economic Development
Traffic Control Plans	Adams County Public Works
Water and Sanitation district	Berkeley (and Denver Water), or the proper water and sanitation
Construction Permit	Adams County

All permits' costs for the project will not be measured and paid for separately but shall be included in the lump sum for Mobilization.

**Subsection 107.12 shall include the following:**

The Contractor shall limit the work operations to the public right-of-way (R.O.W.), permanent utility easements, and temporary construction easements, as applicable. If the County or Contractor were not able to acquire the necessary R.O.W. or easements prior to or during construction efforts, that portion of construction outside of the R.O.W. and/or outside of easements limits that were not able to be acquired cannot and will not be constructed with this project.

The Contractor shall clearly mark and protect the vegetation areas and all construction/demolition limits in the field prior to the commencement of construction operations. All construction operations must be performed in such a manner which will avoid protected trees and landscape areas.

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**REVISION OF SECTION 107  
PERMITS, LICENSES, PROTECTION OF EXISTING PROPERTY,  
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

The Contractor shall promptly report any vegetation damaged or scarred during construction to the County for assessment of damages. Damaged or destroyed fenced vegetation, shall be replaced at the expense of the Contractor. Vegetation of replaceable size shall be replaced at the Contractor's expense. The determination as to whether a plant is of replacement size or beyond will be made by the County Inspector.

The Contractor shall perform all the work in such a manner that the least environmental damage will result. All questionable areas or items of work shall be brought to the attention of the Project Engineer for approval prior to removal or any damaging activity. No chemicals shall be applied or used around or near existing vegetation.

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

**Subsection 107.15 shall include the following:**

For this project all insurance certificates shall name: Adams County and their employees, officers and subcontractors as additional insured.

In the event of a conflict between the requirements of this section and the requirements of the Contract, the more restrictive, or the more stringent requirement, to the benefit of the County shall apply.

**Subsection 107.17, delete the fourth paragraph and replace with the following:**

Loss, injury, or damage to the work due to unforeseeable causes beyond the control of and without fault or negligence of the Contractor, including but not restricted to acts of God, such as flood, earthquake, tornado, high winds, or other cataclysmic phenomenon of nature shall be restored by the Contractor at no cost to the County.

**Subsection 107.25 (b) 13 shall include as the following:**

Sludge from potholing and saw cutting shall be vacuumed and properly disposed of in appropriate containers.

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**REVISION OF SECTION 108  
PROSECUTION AND PROGRESS**

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

**Subsection 108.03 (b) - General shall include the following:**

The work specified in this subsection includes preparing, progressing, revising, and submitting Contract Schedules.

The Contract Schedules shall represent a practical plan to complete the work within the Completion Deadlines and convey the intent in the manner of the prosecution and progress of the work. Contract Schedules include the following:

Preliminary Baseline Schedule, Original Baseline Schedule, Monthly Progress Schedule, As-Built Schedule, and 2 week look-ahead/ 1 week look-back schedules (included with each weekly progress meeting).

The Contract Schedules shall include the planned execution of the work in accordance with the Contract Documents. The Contract Schedules shall include involvement and coordination with other contractors, utility owners, governmental persons, engineers, Subcontractors, and suppliers in the development of the Original Baseline Schedule and updating thereof during preparation of Progress Schedules.

The Contract Schedules shall represent the requirements of the Contract Documents and the work shall be executed in the sequence and duration indicated in the Contract Schedules.

All Contract Schedule submittals are subject to review, acceptance and/or approval by the County.

No additional compensation will be provided to the Contractor should the Contractor decide to accelerate any portion of the project to achieve an earlier date. No additional compensation will be provided if the Contractor fails to meet an earlier date included in a reviewed, accepted, or approved schedule. Any float developed in the Contractor's Original Baseline or Progress Schedules shall be for the benefit of all parties and not for the exclusive benefit of the Contractor.

**Subsection 108.05 shall include the following:**

The Contractor shall maintain access to adjacent properties and businesses at all times during construction.

Appropriate access to all businesses and residencies shall be provided 365 days/year, 24 hours/day, 7 days/week. "Appropriate" shall be as interpreted by the Project Engineer and may include any or all of the following: horizontal alignment, vertical alignment, section, surface treatment, drainage, detour signage, minimum clearances, and other considerations per the sole discretion of the Project Engineer.

Contractor shall check with each business and home owner to ensure geometry and surfacing of temporary access provided by the contractor will accommodate all vehicles pertinent to each particular business. Proposed temporary business and residence access MHT's shall be submitted to the County Engineer and shall include all pertinent information as noted in the previous paragraph, including the approval of the appropriate owner.

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**REVISION OF SECTION 109  
PARTIAL PAYMENT**

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

**In subsection 109.06, delete (a) and replace with the following.**

- a) Standard Amount Retained. The County will make a deduction from the progress estimate in the amount considered necessary to protect the interests of the county, and is dependent upon the following:

If the Agreement is for one hundred fifty-thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the required work has been completed. Thereafter, no additional money shall be retained, if, in the opinion of the Project Manager, satisfactory progress is being made in the work.

All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction, all required documentation has been submitted, final pay quantities have been agreed to, and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.

**Subsection 109.06 (b) is hereby deleted.**



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**REVISION OF SECTION 201  
CLEARING AND GRUBBING**

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

**Subsection 201.01 shall include the following:**

The work shall consist of clearing, grubbing, removing all items identified in Section of 201.01 of the CDOT's Standard Specifications for Road and Bridge within the limits of the right of way, permanent easement (PE) and temporary construction easement (TCE) areas shown on the plans or directed by the County.

**Subsection 201.02 shall include the following:**

The Contractor shall mark all trees and shrubs that are required to be removed and or pruned. The Contractor shall schedule a field meeting with the County to review the marked trees and shrubs. No tree or shrub removal or pruning shall be completed until the County and Contractor have completed the field review.

All trees, shrubs, plants, grasses, and other vegetative materials not designated for removal shall remain in place and be protected by the Contractor throughout construction.

Any damage to existing private and public improvements caused by the removal of trees shall be repaired at the Contractor's expense. Strict limits of disturbance will be defined and shall be adhered to. Any damage caused by the contractor while removing trees shall be repaired immediately at the Contractor's expense.

Clearing and grubbing shall include removal of existing vehicle tracking control rocks with nominal stone size up to 6-inches, all shrubs, and trees with trunk diameters less or equal to 6 inches, timber logs and planter boxes.

All brush, branches, limbs, and foliage shall be removed from the project and shall become the property of the contractor.

**Subsection 201.04 shall be revised to include the following:**

The work of clearing and grubbing will be paid for on lump sum basis within the limits shown on the approved plans by the County.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Clearing and Grubbing	Lump Sum

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**REVISION OF SECTION 202  
REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

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

**Subsections 202.02 shall include the following:**

**Removal of Concrete** - shall include removal of sidewalks, driveway approaches, monolithic curb, gutter, and sidewalks, concrete pavements, and concrete ramps to the required depth completed and acceptance.

**Removal of Trees** - This work includes the removal of trees greater than 6-inches in diameter and the removal of tree trunks and stumps larger than 6-inches in diameter as directed by the County. When a tree is designated to be removed, the associated tree stump shall also be removed. This work includes the preservation from injury or defacement of all vegetation and objects designated to remain.

**In Subsection 202.02 delete the sixth paragraph and include the following:**

The sawing of concrete and asphalt pavements and driveways shall be done carefully, and all concrete or pavement to remain in place which is damaged, due to Contractor's operations, shall be removed and replaced at the Contractor's expense.

**Subsection 202.03 is deleted and replaced with the following:**

Salvable Material. All other removed materials that is not traffic signal equipment shall become the property of the Contractor unless the County deems otherwise.

**Subsections 202.11 shall include the following:**

Removal of Concrete and Removal of Asphalt Mat will be measured and paid in square yards, completed and accepted.

Removal of Fence will be measured and paid in linear feet, completed and accepted.

Removal of temporary pavement marking shall not be measured and paid for separately but shall be included in the lump sum cost for Traffic Control.

Removal of Planter Box and removal of Timber wall shall be included in clearing and grubbing.

Sawing concrete and asphalt pavements for removing concrete or asphalt pavements shall not be measured and paid for separately but shall be included in the unit price for the associated bid item. Unless otherwise shown on the plans, where existing curb and gutter are to be removed and replaced, the adjacent existing asphalt pavement shall be cut full depth a maximum of one foot away from the lip of the gutter pan with a pavement cutting saw or other method, as approved by the County.

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**REVISION OF SECTION 202**  
**REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

**202.12 shall include the following:**

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Removal of Tree	Each
Removal of Pipe	LF
Removal of Sidewalk	Square Yard
Removal of Curb and Gutter	Square Yard
Removal of Curb, Gutter and Sidewalk	Square Yard
Removal of Concrete Curb Ramp	Square Yard
Removal of Concrete Pavement	Square Yard
Removal of Asphalt Mat	Square Yard
Removal of Ground Sign	Each
Removal of Fence	Linear Feet

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**REVISION OF SECTION 203  
EXCAVATION AND EMBANKMENT**

Section 203 of the Standard Specifications is hereby deleted for this project and replaced with the following:

**DESCRIPTION**

**203.01 General shall include the following:**

All Earthwork work shall be completed in accordance with the recommendations of the geotechnical report titled Geotechnical Engineering Pavement and Sidewalk Design Report, Berkeley Sidewalk Improvements, Tennyson Street to Lowell Boulevard and West 52nd Avenue to West 54th Avenue, Adams County, Colorado, prepared by Terracon Consultants, Inc. and dated July 26, 2017, unless otherwise directed by the Engineer.

**MATERIALS**

**Subsection 203.02 shall include the following:**

Removal of private gravel / dirt driveways will not be measured and paid for separately but shall be considered incidental to the unit prices for earthwork.

**Subsection 203.02 (c) shall be revised to include the following:**

It shall be the Contractor's responsibility to satisfy the moisture condition specified in the Contract Documents for embankment and subgrade material. Embankment and subgrade material shall not be considered unsuitable due to the presence of excessive water.

The removal of unsuitable subgrade shall only be completed as directed by the County and shall be considered muck excavation. The replacement material for unsuitable subgrade material shall meet the requirements of Aggregate Base Course (Class 6).

**Subsection 203.03 shall include the following:**

When reinforced concrete pavements and structures including walls are used, the imported material shall be tested for sulfates, chlorides, pH and resistivity by the following procedures:

Water soluble sulfates using CP-L 2103 Method B.  
Chlorides using CPL 2104  
Resistivity using ASTM G57  
pH using ASTM G51.

Dependent on the Severity of Sulfate Exposure Class, Contractor shall provide the appropriate Class of Cementitious Material according to Table 601-2.

All costs associated with the independent lab tests shall be included in the cost of the work.

Embankment material for the roadway prism including approach embankments shall consist of approved material from on-site excavations. The material shall be free of debris, organic matter, deleterious material, and frozen material. The material shall consist of predominantly fine-grained material.

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If it is necessary to import material to the site as common fill, the imported soils shall be free of organic material, and other deleterious materials. Imported material shall have less than 50 percent passing the No. 200 Sieve and shall have a plasticity index of less than 15. Imported soil for embankment shall have a resistance modulus value equal to or greater than the existing onsite soils.

**Subsection 203.05 (b) the first paragraph is deleted and replaced with the following.**

Unsuitable excavated material as designated by the County shall become to the Contractor's property and shall be disposed of offsite and at the Contractor's expense.

**Subsection 203.05 (c) shall be deleted and replaced with the following:**

*Unsuitable Material.* Unsuitable materials encountered in the subgrade that are determined to be detrimental to the roadway or embankment shall be removed to the depth and extents as directed by the Engineer. The excavated area shall be backfilled to the finished graded section with approved material. Materials that contain organics or that cannot be dried or moisture conditioned, then compacted to the required density will be disposed of and cannot be reused as embankment fill. Materials not containing organics and that can be dried or moisture conditioned and compacted to the required density can be reused as embankment fill as approved by the Engineer. Muck Excavation shall only be used at the direction of the County. Muck excavation will not be allowed in lieu of proper water control and dewatering. The County will determine if muck excavation is required when the following work has been completed:

In Areas of Excavation: After the excavated area has been properly dewatered and excavation has been completed to the subgrade.

In Areas of Embankment: After the area has been properly dewatered; cleared and grubbed; tree removal operations are completed; and scarification and compaction of the subgrade has been completed leaving an unstable subgrade.

The replacement material for areas of muck excavation within the roadway section shall meet the requirements of Aggregate Base Course (Class 6). Alternatively, if suitable excess material can be generated on-site it may be used to replace excavated muck. Prior to using on-site soil for the replacement of muck the material must be tested and shall meet the requirements of section 203.03. In addition, on-site soils used to replace muck shall be free of organic material, and other deleterious materials. The material should have less than 50 percent passing the No. 200 Sieve and should have a plasticity index of less than 15.

**In Subsection 203.05 (f) Potholing, add the following to the second paragraph:**

Potholing shall only be used at the direction of the County. Records of the potholed and surveyed utilities shall be submitted to the County.

**Subsection 203.06 shall include the following:**

Excavated or removed asphalt mat and broken concrete shall not be used in embankments.

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**Subsection 203.08 shall include the following:**

Proof rolling will be required as directed by the County. Proof Rolling shall be considered incidental to the reconditioning and will not be measured and paid for separately.

**Subsection 203.09 shall include the following:**

Blading shall be completed with a 135 horsepower motor grader. Blading shall only be used at the direction of the County.

**In section 203.11 delete subparagraphs (a) and (b) and replace with the following:**

Quantities for Unclassified Excavation (Complete-in-Place) and Embankment (Complete-in-Place) will not be measured in place, but shall be paid for at the quantities shown in the bid schedule. If the Contractor considers that there is a discrepancy in the bid schedule quantity to actual field quantity, the Contractor shall notify the County immediately. An appropriate adjustment shall be made to the earthwork quantities if the Contractor can demonstrate, through survey or other approved means that the actual quantity of earthwork excavated and/or placed differs from the plan quantities by more than 20 percent after adjusting for the work and materials listed in the following paragraph.

Excavation and Embankment shall not be measured but shall be the quantities designated in the Contract. The excavation and embankment quantities included in the bid schedule have been estimated based on the existing grades and proposed grades. Adjustments have not been made to account for items including but not limited to: clearing and grubbing; removal of existing asphalt; removal of structures and obstructions; sanitary sewers; manholes; topsoil removal and replacement; removal of existing VTC; waterlines; asphalt; curb and gutter; sidewalks; and other miscellaneous concrete. Excess material generated by the project shall become the property of the Contractor and shall be hauled off-site and disposed of by the Contractor at a location approved by the County. Excavation and embankment quantities have not been adjusted to account for shrinkage or swell.

Removal of private gravel / dirt driveways shall be included in Excavation.

**Subsection 203.11(f) is revised to include the following:**

Proof Rolling shall be considered incidental to the reconditioning and will not be measured and paid for separately.

**Subsection 203.11 shall include the following Subsections:**

*(g) Backhoe:* Backhoe shall consist of furnishing a 135 horsepower backhoe with operator, for shaping and excavating in roadway, shoulders, and other areas as designated by the County. Backhoe shall only be used at the direction of the County. The quantity of Backhoe is in the bid schedule estimated

*(h) Sweeping (with Pickup Broom):* Sweeping shall consist of furnishing a laborer with a push broom to clean the streets and other miscellaneous areas throughout the term of construction. Sweeping (with pick up broom) will be paid for on a Lump Sum Basis.

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(i) *Muck Excavation.* The quantity measured under muck excavation will be determined by cross sectioning the area excavated as directed by the County.

**Subsection 203.12 shall include the following**

All earthwork including structural excavation and backfill will not be measured. Only the bid quantities will be paid and no adjustments will be made to the bid quantities. It is the Contractor's responsibility to determine the amount of earthwork required to complete the project and adjust their unit prices accordingly.

Payment will be made under:

<u><b>Pay Item</b></u>	<u><b>Pay Unit</b></u>
Unclassified Excavation (Complete in Place)	Cubic Yard
Embankment Material (Complete in Place)	Cubic Yard
Muck Excavation	Cubic Yard
Blading	Hour
Backhoe	Hour
Potholing	Hour
Sweeping (with Pickup Broom)	Lump Sum

Earthwork requiring mixing with water or other materials and/or more than one handling or cross hauling will not be measured and paid for separately. If excavation material requires mixing with other material prior to placement in order to meet specifications, this work shall be incidental to item 203-00010 Unclassified Excavation (complete in place) and 203-00060 Embankment Material (complete in place). All cost associated with modifying the excavated material, including additional handling, to meet the requirements of revision of Section 203 Excavation and Embankment shall be included in the work. All cost associated with hauling and disposal of excess material shall be incidental to item 203-00010, Unclassified Excavation (complete in place), and 203-00060 Embankment Material (complete in place).

Payment for Unclassified Excavation (Complete in Place) and Embankment Material (Complete in Place) shall be considered full compensation for all work necessary to complete the earthwork to the lines and grades shown on the Plans. No measurement for payment will be made for this work. This work shall include but is not limited to scarification, wetting and drying of soils to obtain optimum moisture content, compaction, testing, hauling, disposal of excess or unsuitable materials off the jobsite including dump fees. Directed changes will be estimated by the County and agreed to by the Contractor to be paid (or deducted) at the bid unit price.

Payment for Muck Excavation shall include excavation of muck, hauling and disposal of muck, importing, placing, moisture conditioning and compaction of Aggregate Base Course (Class 6); and all other labor, materials, equipment, and work required to remove unsuitable subgrade and replace it with approved material.

When approved onsite soil is used to replace excavated Muck, Payment will be made under the bid item for Unclassified Excavation (complete in place). Testing and soil analysis shall not be paid for separately, but shall be included in the cost of the work

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**REVISION OF SECTION 206  
EXCAVATION AND BACKFILL FOR STRUCTURES**

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

**Subsection 206.01 shall include the following:**

The Contractor shall anticipate the needs to accommodate water flowing into and out of the project site during construction and shall provide a dry, stable working condition. Any equipment or excavation required for water control and dewatering shall be located within the project limits as defined by the project boundary defined on the plans or described in these contract documents. Trenching, excavation, and backfill for storm sewers, manholes, inlets and culverts, pipes and all cast-in-place concrete structures are also included in this section.

**Subsection 206.02 (a) shall include the following:**

Imported Material used as structure backfill for pipes (storm sewer, cross culverts, side drains, etc) shall be tested for compatibility with the selected pipe material.

When Non-reinforced Concrete Pipe or Reinforced Concrete Pipe is used, the imported material shall be tested for sulfate and pH.

When Corrugated Steel Pipe, Bituminous Coated Corrugated Steel Pipe or Precoated Corrugated Steel Pipe is used, the imported material shall be tested for sulfates, chlorides, pH and resistivity.

When Aramid Fiber Bonded Corrugated Steel Pipe or Corrugated Aluminum Pipe is used, the imported material shall be tested for pH and resistivity.

When Plastic pipe is selected, the imported material does not need to be tested for sulfates, chlorides, pH and resistivity.

Sulfates, chlorides, pH and resistivity shall be determined by the following procedures:

- (1) Water soluble sulfates using CP-L 2103 Method B.
- (2) Chlorides using CPL 2104
- (3) Resistivity using ASTM G57
- (4) pH using ASTM G51.

The average of three consecutive tests shall show the imported material's sulfate, chloride, pH and resistivity is not greater than the limits corresponding to the Pipe Class in Table 206-1 or 206-2 for the pipe class specified on the plans. No single test shall have a result more than 20 percent greater than that corresponding to the limit in Table 206-1 or Table 206-2 for sulfates, chlorides and resistivity. No single test shall have a result more than 5 percent outside the limit in Table 206-1 for pH. The remaining sample material from a single failing test shall be split into three equal portions. CDOT shall receive one portion, the Contractor shall receive one portion and the remaining portion shall be retained by the Project. CDOT and the Contractor's Lab shall retest the failed sample; if the results from those tests are within 10 percent of each other, the results will be averaged. The averaged result will be used for Contract compliance. If the results from the Labs are not within 10 percent of each other, the remaining sample portion will be sent to an independent laboratory for testing using the testing requirements



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specified above. The independent laboratory will be mutually agreed upon by the Department and the Contractor. The Independent Lab's test result will be used for Contract compliance.

If the imported material's sulfates, chlorides, and resistivity are less than the limits and the pH is within the limits in Table 203-1 or 203-2, CDOT will bear all costs associated with the independent lab test. If the imported material's sulfates, chlorides, and resistivity is greater than the limits and the pH is outside the limits in Table 206-1 or 206-2, all costs associated with independent lab testing shall be at the Contractor's expense.

Embankment represented by failing tests shall be removed from the project and replaced at the Contractor's expense.

**Table 206-1  
SULFATE, CHLORIDE AND PH OF IMPORTED MATERIAL**

Pipe Class	SOIL		
	Sulfate	Chloride	pH
	(SO <sub>4</sub> )	(Cl)	
	% max	% max	
0, 7	0.05	0.05	6.0-8.5
1, 7	0.10	0.10	6.0-8.5
2, 8	0.20	0.20	6.0-8.5
3, 9	0.50	0.50	6.0-8.5
4, 9	1.00	1.00	5.0-9.0
5, 10	2.00	2.00	5.0-9.0
6, 10	>2.00	>2.00	<5 or >9

**Table 206-2  
RESISTIVITY AND PH OF IMPORTED MATERIAL**

SOIL SIDE	
Resistivity, R (Ohm – cm)	pH
≥1,500	5.0-9.0
≥250	3.0-12.0

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**Sections 206.06 and 206.07 are hereby deleted and replaced with the following:**

There will be no measurement and payment for excavation or backfill for structures. No separate payment for structure excavation and backfill but it shall be included in the work.

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**REVISION OF SECTION 207  
TOPSOIL**

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

**Subsection 207.01 shall include the following:**

This work includes imported topsoil that is to be placed in the disturbed area within the project limits that are to receive sod or native seed.

**Subsection 207.02 shall include the following:**

The source of topsoil for this project is undesignated. Topsoil can be salvaged from the project site or imported. Imported topsoil shall be approved by the County before use. The Contractor shall submit a one (1) pound sample of the product four (4) weeks before its use on the project site for the County's approval. A Certificate of Compliance shall be provided to the County to verify the organic matter content, pH and carbon matter to nitrogen ratio. Soil tests shall be method of Soil Analysis used at the Colorado State University Soil Testing Laboratory.

Topsoil salvaged from the project site must be amended / conditioned to meet the requirements of this specification.

The topsoil shall have an acidic reaction of 6.0 to 7.5 pH and shall contain between 1 and 4 percent well composted organic matter. Any organic amendments shall include the following:

An organic product containing a mixture of well-rotted/composted cow or sheep manure and or composted aspen humus or wood residue or approved equal (sphagnum or native mountain peat is not acceptable). Organic product that has been aerobically and naturally processed in such a manner as to maintain a consistent temperature of 140 degrees Fahrenheit 60 degrees Celsius or greater for a period of time that is long enough to accomplish the following specifications:

- 1) The windrows of composted organic amendment (cow or sheep manure) have to be composted for 70 to 90 days. Certification must be provided to prove the product has gone through process.
- 2) Eradicate harmful pathogens including coliform bacteria.
- 3) Free from noxious weeds or their seeds or any plant, root or seeds that would be toxic or harmful to growth.
- 4) Create a carbon to nitrogen ratio of no less than 15/1 to 25/1.
- 5) Contain no solid particle greater than 13 mm ½" in diameter.
- 6) Have a non-offensive smell similar to fresh turned soil.
- 7) Contain no significant level of dirt or soil and contain a maximum of 30% composted wood residue (pine or aspen wood) (saw dust is unacceptable).
- 8) The pH after composting shall be between 5.0 and 7.5 with an organic matter content of not less than 30%.

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- 9) Soluble salts shall not be greater than 3mmhos/cm.

Topsoil shall contain the following minimum ammonium DTPA (chelate) extractable nutrients (this is the extracting solution used by CSU Soil Testing Laboratory).

Nitrogen	5 ppm Air Dried Basis
Phosphorus	5 ppm
Potassium	30 ppm
Iron (Fe)	5 ppm

Topsoil shall not include any minerals or elements detrimental to plant growth. Soluble salts measured in saturation extract shall be less than 3 mmhos/cm.

**Subsection 207.03 shall include the following:**

Topsoil depth shall be a minimum of six inches or as otherwise noted on the drawing. Topsoil shall be placed to meet finished grades.

**Subsection 207.04 shall include the followings:**

Imported Topsoil and Topsoil salvaged from the roadways that meets the requirements of Section 207 will be measured by the cubic yard. The volume of Topsoil will be determined by measuring the area in which the Topsoil is placed and multiplying the area by the depth of six inches.

The addition of manure or soil amendments needed to bring the topsoil into conformance with the specifications will not be measured and paid for separately, but shall be included in the work. Stockpile topsoil activities shall be included in the price of the work. Soil analysis shall not be paid for separately, but shall be included in the cost of the work.

**Subsection 207.05 shall include the following:**

Payment for topsoil shall include removing existing on-site topsoil material, stockpiling the existing topsoil material, importing topsoil and topsoil salvaged from the roadways and placed in stockpiles or windrows and subsequently placed upon completed cut and fills slopes. Salvaged Topsoil shall meet the requirements of this specification. All materials and work required to amend salvaged Topsoil so that it meets the requirements of Section 207 shall be included in the unit price bid for topsoil. All work required for topsoil shall be included in the unit price bid.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Topsoil	Cubic Yard

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**REVISION OF SECTION 208  
EROSION CONTROL**

Section 208 is hereby deleted from the Standard Specifications for this project and replaced with the following:

**DESCRIPTION**

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

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

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

***MATERIALS***

**208.02** Erosion control materials are subject to acceptance in accordance with subsection 106.01. Erosion control materials shall be subject to the following approval process:

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

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

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

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

The Contractor may obtain a current list of Colorado Weed Free Forage Crop Producers who have completed certification by contacting the Colorado Department of Agriculture, Weed Free Forage Program, 305 Interlocken Pkwy, Broomfield, CO 80021, Contact: Weed Free Forage Coordinator at (303) 869-9038. Also available at [www.colorado.gov/ag/csd](http://www.colorado.gov/ag/csd).

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

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

Silt fence geotextile shall conform to the following requirements:

**Physical Requirements for Silt Fence Geotextiles**

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

*Silt Fence (Reinforced).* Silt fence posts shall be metal "studded tee" T-post with a minimum length of 66 inches. Metal posts shall be "studded tee" with .095 inch minimum wall thickness. Wire fabric reinforcement for the silt fence geotextile shall be a minimum of 14 gauge, with a maximum mesh spacing of 6 inches. Geotextile shall be attached to welded wire fabric with ties or nylon cable ties 12 inch O.C. at top, mid and bottom wire. Welded wire fabric shall be attached to the post with a minimum three 12 gauge wire ties per post. Vinyl or rubber safety caps shall be installed on all T-post.

- (b) *Temporary Berms.* Temporary berms shall be constructed of compacted soil.
- (c) *Temporary Slope Drains.* Temporary slope drains shall consist of fiber mats, plastic sheets, stone, concrete or asphalt gutters, half round pipe, metal or plastic pipe, wood flume, flexible rubber or other materials suitable to carry accumulated water down the slopes. Outlet protection riprap shall conform to section 506. Erosion control geotextile shall be a minimum Class 2, conforming to subsection 712.08.

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- (d) *Silt Berm*. Silt berm shall consist of an ultraviolet (UV) stabilized high-density polyethylene, shall be triangular in shape, and shall have the following dimensions:

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

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

- (e) *Rock Check Dam*. Rock Check dams shall be constructed of stone. Stone shall meet the requirements of Section 506.
- (f) *Sediment Trap*. In constructing an excavated Sediment Trap, excavated soil may be used to construct the dam embankment, provided the soil meets the requirements of subsection 203.03. Outlet protection riprap shall be the size specified in the Contract and shall conform to Section 506. Erosion control geotextile shall be a minimum Class 1, conforming to subsection 712.08.
- (g) *Erosion log*. Shall be one of the following types unless otherwise shown on the plans:
- (1) Erosion Log (Type 1) shall be curled aspen wood excelsior with a consistent width of fibers evenly distributed throughout the log. The casing shall be seamless, photo-degradable tube netting and shall have minimum dimensions as shown in Table 208-1, based on the diameter of the log called for on the plans. The curled aspen wood excelsior shall be fungus free, resin free, and free of growth or germination inhibiting substances.
  - (2) Erosion Log (Type 2) shall consist of a blend of 30-40 percent weed free compost and 60-70 percent wood chips. The compost/wood blend material shall pass a 50 mm (2 inch) sieve with a minimum of 70 percent retained on the 9.5 mm (3/8 inch) sieve and comply to subsection 212.02 for the remaining compost physical properties. The compost/wood chip blend may be pneumatically shot into a geotextile cylindrical bag or be pre-manufactured. The geotextile bag shall consist of material with openings of 1/8 to 3/8 inches of HDPE or polypropylene mesh (knitted, not extruded), and contain the compost/wood chip material while not limiting water infiltration.

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

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**Table 208-1  
NOMINAL DIMENSIONS OF EROSION LOGS**

Diameter Type 1 (Inches)	Diameter Type 2 (Inches)	Length (feet)		Weight (minimum) (pounds/foot)	Stake Dimensions (Inches)
		Min.	Max.		
9	8	10	180	1.6	1.5 by 1.5 (nominal) by 18
12	12	10	180	2.5	1.5 by 1.5(nominal) by 24
20	18	10	100	4.0	2 by 2 (nominal) by 30

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

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

Each silt dike shall have the following dimensions:

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

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

- (i) *Concrete Washout Structure*. The Contractor shall utilize washout structures that will contain washout from concrete placement and construction equipment cleaning operations. Only fabricated concrete washout structures shall be used. The Contractor shall ensure that the structure is adequately sized to contain washout from concrete placement and equipment cleaning operations.

Fabricated concrete washouts are pre-manufactured watertight containers designed to contain liquid and solid waste from concrete washout. (Baby pools will not be permitted.)

The Contractor shall submit details of the portable concrete washout structure for approval prior to construction. After use, the structure must be removed from the project site and disposed of at the Contractor's expense.

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



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

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

Erosion Control Geotextile shall be Class 2 and conform to the requirements of subsection 712.08.

Pre-fabricated vehicle tracking pads if specified in the Contract shall have the following properties.

Minimum overall dimensions of the modular systems shall be:

Width of pad along edge of roadway	14 feet
Length of pad	30 feet

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

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

<b>Diameter (inches)</b>	<b>Weight (minimum) (pounds per foot)</b>
6-8	6
10	10
12	15

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

Crushed stone contained in the aggregate bags shall conform to subsection 703.09, Table 703-7 for Class C.

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

Property	Requirement	Test Method
Grab Tensile Strength	90 lbs. min.	ASTM D 4632
Trapezoid Tear Strength	25 lbs. min.	ASTM D 4533
Mullen Burst	300 psi	ASTM D 3786
Ultraviolet Resistance	70%	ASTM D 4355

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

Storm Drain Inlet Protection Properties	Protection Types		
	<sup>1</sup> Type I	Type II	<sup>3</sup> Type III
Diameter	4 in.	4 in.	N/A
Minimum Section Length	7 ft.	5 ft.	5 ft.
Apron Insert	---	30 in. or sized to grate	30 in or sized to grate
<sup>1</sup> Type I protection shall be used with Inlet Type R. <sup>2</sup> Type II protection shall be used with Combination Inlet. Option A or B <sup>3</sup> Type III protection Inlet Vane Grate only. Option A or B			

The storm drain inlet protection (Type I, II and III) shall consist of a woven geotextile fabric with the following properties:

Property	Test Method	Unit	Requirement
Grab tensile strength	ASTM D 4632	lbs.	minimum 350X280
Mullen Burst Strength	ASTM D 3786	lbs.	600
Trapezoid Tear Strength	ASTM D 4533	lbs.	minimum 110X95
Percent Open Area	COE-22125-86	%	28
Water Flow Rate	ASTM D 4491	gal./min./sq. ft.	250
Ultraviolet Resistance	ASTM D 4355	%	70

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

Storm drain inlet protection (Type III) shall have insert containment (option A) or insert without storage capacity (option B).

**CONSTRUCTION REQUIREMENTS**

**208.03 Project Review, Schedule, and Erosion Control Management.** Prior to construction, an on-site Environmental Pre-construction Conference shall be held. The conference shall be attended by:

- (1) The Engineer,
- (2) The Superintendent,
- (3) The Contractor's SWMP Administrator
- (4) Supervisors or Foremen of subcontractors working on the project,
- (5) The Region Water Pollution Control Manager (RWPCM), and
- (6) CDOT personnel (e.g., CDOT Landscape Architect) who prepared or reviewed the Stormwater Management Plan (SWMP).

At this conference, the attendees shall discuss the SWMP, CDPS-SCP, sensitive habitats on site, wetlands, other vegetation to be protected, and the enforcement mechanisms for not meeting the requirements of this specification.

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

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

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

Prior to construction, the Contractor shall implement appropriate BMPs for protection of wetlands, sensitive habitat and existing vegetation from ground disturbance and other pollutant sources, in accordance with the approved project schedule as described in subsection 208.03(b).

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

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

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

The Engineer will approve or reject the written proposal in writing within 5 working days after the submittal. The Engineer may require additional control measures prior to approving the proposed modifications. Additional modifications and additional BMPs will be paid for at the Contract Unit Price for the specific items involved. If no items exist, they will be paid for as extra work in accordance with subsection 109.04.

- (b) *Erosion and Sediment Control Activities.* The erosion and sediment control activities shall be included in the weekly meeting update. The project schedule shall specifically indicate the sequence of clearing and grubbing, earthwork operations, and construction of temporary and permanent erosion control features and stabilization. Project schedule shall include erosion and sediment control work for haul roads, borrow pits, storage and asphalt or concrete batch sites, and all areas within the project limits. If during construction the Contractor proposes changes which would affect the Contract's BMPs, the Contractor shall propose revised BMPs to the Engineer for approval in writing. If necessary, the SWMP Administrator shall update proposed sequencing of major activities in the SWMP. Revisions shall not be implemented until the proposed measures have been approved in writing by the Engineer.
- (c) *Erosion Control Management (ECM).* Erosion Control Management for this project shall consist of Erosion Control Inspection and the SWMP Administration. All ECM staff shall have working knowledge and experience in construction, and shall have successfully completed the Transportation Erosion Control Supervisory Certificate Training (TECS) as provided by the Department. The Superintendent will not be permitted to serve in an ECM role. The Erosion Control Inspector (ECI) and the SWMP Administrator may be the same person in projects involving less than 40 acres of disturbed area.
1. SWMP Administration. The SWMP shall be maintained by a SWMP Administrator. In the case of a project requiring only one TECS, the SWMP Administrator may also be the ECI for the project. The name of the SWMP Administrator shall be recorded on the SWMP Section 3. B. The SWMP Administrator shall have full responsibility to maintain and update the SWMP and identify to the Superintendent critical action items needed to conform to the CDPS-SCP as follows:
    - (1) Complete the SWMP Notebook as described in subsection 208.03 (d).
    - (2) Participate in the Environmental Pre-construction Conference
    - (3) Attend weekly meetings
    - (4) Attend all Headquarter and Region water quality control inspections. The Contractor and the Contractor's SWMP Administrator will be notified a minimum of five days in advance of each inspection by the CDOT region or headquarter water quality staff.

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- (5) Coordinate with the Superintendent to implement necessary actions to reduce anticipated or presently existing water quality or erosion problems resulting from construction activities.
- (6) Coordinate with the Superintendent to ensure that all labor, material, and equipment needed to install, maintain, and remove BMPs are available as needed.
- (7) During construction, update and record the following items on the SWMP site map as changes occur:
  - (i) Limits of Construction (LOC).
  - (ii) Areas of disturbance (AD)
  - (iii) Limits of Disturbance (LDA)
  - (iv) Limits of cut and fill.
  - (v) Areas used for storage of construction materials, equipment, soils, or wastes.
  - (vi) Location of any dedicated asphalt or concrete batch plants.
  - (vii) Location of construction offices and staging areas.
  - (viii) Location of work access routes during construction.
  - (ix) Location of borrow and waste.
  - (x) Location of temporary, interim and permanent stabilization.
  - (xi) Location of outfall(s)
  - (xii) Arrows showing direction of surface flow
  - (xiii) Structural and non-structural BMPs
  - (xiv) LDA and LOC lines as defined in subsection 107.25
- (8) Amend the SWMP whenever there are: additions, deletions, or changes to BMPs. SWMP revisions shall be recorded immediately. Items shall be dated and initialed by the SWMP Administrator. Specifically, amendments shall include the following:
  - (i) A change in design, construction, operation, or maintenance of the site which would require the implementation of new or revised BMPs; or
  - (ii) Changes when the SWMP proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with construction activity.
  - (iii) Changes when BMPs are no longer necessary and are removed.
- (9) Complete vegetative survey transects when required in accordance with CDOT Erosion Control and Stormwater Quality Guide.

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- (10) Start a new site map before the current one becomes illegible. All site maps shall remain in the SWMP notebook.
  - (11) Document all inspection and maintenance activities. The SWMP and documentation shall be kept on the project site.
  - (12) When adding or revising BMPs on the SWMP, add a narrative explaining what, when, where, why, and how the BMP is being used, and add a detail to the SWMP notebook.
    - (i) How to install and inspect the BMP
    - (ii) Where to install the BMP
    - (iii) When to maintain the BMP
  - (13) If using existing topography, vegetation, etc. as a BMP, label it as such on the SWMP site map; add a narrative as to when, where, why, and how the BMP is being used.
  - (14) Indicate BMPS in use or not in use by recording on Standard Plans M-208-1, M-216-1, and M-615-1 in the SWMP notebook
  - (15) Record on the SWMP, the approved Method Statement for Containing Pollutant Byproducts.
  - (16) Update the potential pollutants list in the SWMP notebook and Spill Response Plan throughout construction.
2. Erosion Control Inspection.
- One ECI is required for every 40 acres of total disturbed area which is currently receiving temporary and interim stabilization measures as defined in subsection 208.04 (e). An ECI shall not be responsible for more than 40 acres in the project. Accepted permanent stabilization methods as defined in subsection 208.04 (e) will not be included in the 40 acres.
- ECI duties shall be as follows:
- (1) Coordinate with the SWMP Administrator on reporting the results of inspections
  - (2) Review the construction site for compliance with the Stormwater Construction Permit.
  - (3) Inspect with the Superintendent and the Engineer (or their designated representatives) the stormwater management system at least every seven calendar days. Post storm event inspections shall be conducted within 24 hours after the end of any precipitation or snow melt event that may cause surface erosion. If no construction activities will occur following a storm event, post-storm event inspections shall be conducted prior to commencing construction activities, but no later than 72 hours

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following the storm event. The occurrence of delay in inspections shall be documented in the inspection report. Form 1176 shall be used for all 7 day inspections and inspections following storm events. The Contractor shall notify the Erosion control inspector when a storm event occurs. Failure to perform inspections on time will result in liquidated damages in accordance with subsection 208.09.

Inspections are not required at sites when construction activities are temporarily halted, when snow cover exists over the entire site and melting conditions do not pose a risk of surface erosion. This exception shall be applicable only during the period where melting conditions do not exist, and applies to the routine 7 day, Headquarters and Region inspections, as well as the post-storm event inspections. The following information shall be documented on Form 1176 for use of this exclusion: dates when snow cover occurred, date when construction activities ceased, and date melting conditions began.

The order of precedence for required inspections shall be as follows:

- (i) Headquarter water quality inspections
- (ii) Region water quality inspections
- (iii) Post-storm event inspections
- (iv) 7 day inspections

When one of the listed inspections is performed, the inspections listed below it need not be performed on that day if the required CDOT and Contractor personnel participated in the inspection.

For example: A 7 day inspection is not required on the same day a headquarters or Region inspection is conducted. A sheet shall be placed in the inspections area of the SWMP Notebook to refer to the date inspection performed.

- (4) Follow all other agency Stormwater requirements and inspections unless a waiver or other agreement has been made.
- (5) The ECI shall immediately report to the Contractor's Superintendent and the SWMP Administrator the following instances of noncompliance:
  - (i) Noncompliance which may endanger health or the environment.
  - (ii) Spills or discharge of hazardous substance or oil which may cause pollution of waters of the State.
  - (iii) Discharge of stormwater which may cause an exceedance of a water quality standard.

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- (iv) Upset conditions that occur on site.
- (6) Spills, leaks, or overflows that result in the discharge of pollutants shall be documented on the Form 1176 by the ECI. The ECI shall record the time and date, weather conditions, reasons for spill, and how it was remediated.
- (d) *Documentation Available on the Project.* The following Contract documents and references will be made available for reference at the CDOT field office during construction:
  1. SWMP Notebook. The Engineer will provide a SWMP Notebook at the Preconstruction Conference, which is and shall remain the property of CDOT. CDOT will initially provide the documentation for the first four items when available. The Contractor shall provide the contents required for items (5) through (18). The notebook shall be stored in the CDOT field office or at another on-site location approved by the Engineer. The SWMP Administrator shall modify and update the notebook as needed to reflect actual site conditions, prior to or as soon as practicable but in no case more than 72 hours after the change. The following Contract documents and reports shall be kept, maintained, and updated in the notebook under the appropriate items by the SWMP Administrator:
    - (1) SWMP Plan Sheets - Notes, tabulation, sequence of major activities, area of disturbance, existing soil data, existing vegetation percent cover, potential pollutant sources, receiving water, non-stormwater discharges and environmental impacts.
    - (2) SWMP Site Maps and Plan Title Sheet - Construction site boundaries, ground surface disturbance, limits of cut and fill, flow arrows, structural BMPs, non-structural BMPs, Springs, Streams, Wetlands and surface water. Also included on the sheets is the protection of trees, shrubs and cultural resources.
    - (3) Specifications - Standard and Project special provisions related to Stormwater and Erosion Control.
    - (4) Standard Plans M-208-1, M-216-1 and M-615-1
    - (5) BMP Details not in Standard Plan M-208-1 - Non-standard details.
    - (6) Weekly meeting sign in sheet.
    - (7) Calendar of Inspections -Calendar of inspections marking when all inspections take place.
    - (8) Form 1176 – Weekly meeting notes and inspection report
    - (9) Region and Headquarter Water Quality Reports and Form 105(s) relating to Water Quality.
    - (10) Description of Inspection and Maintenance Methods - Description of inspection and maintenance methods implemented at the site to maintain all BMPs identified in the SWMP and Items not addressed in the design



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- (11) Spill Response Plan - Reports of reportable spills submitted to CDPHE
- (12) List and Evaluation of Potential Pollutants - List of potential pollutants as described in subsection 107.25 and approved Method Statement for Containing Pollutant Byproducts.
- (13) Other Correspondence e.g., agreements with other MS4s, approved deferral request, CDPHE audit documentation, Water Quality Permit Transfer to Maintenance Punch List and other miscellaneous documentation.
- (14) TECS Certifications of the SWMP Administrator and all ECIs, keep current through the life of the project.
- (15) Environmental Pre-construction Conference – Conference agenda with a certification of understanding of the terms and conditions of the CDPS-SCP and SWMP. The certification shall be signed by all attendees. A certification shall also be signed by all attendees of meetings held for new subcontractors beginning work on the project that could adversely affect water quality after the Environmental Pre-construction Conference has been held.
- (16) All Project Environmental Permits - All project environmental permits and associated applications and certifications, including, CDPS-SCP, Senate Bill 40, USACE 404, temporary stream crossings, dewatering, biological opinions and all other permits applicable to the project, including any separate CDPS-SCP obtained by the Contractor for staging area on private property, asphalt or concrete plant, etc.
- (17) Photographs Documenting Existing Vegetation – Project photographs shall be time stamped on paper with a maximum of four colored images per 8 ½ inch by 11 inch sheet and/or a digital copy of all photographs on CD-ROM/Flash Drive in (JPG format), documenting existing vegetation prior to construction commencing. On the bottom of each photograph shall be a description using Station Number or Mile Post of where the photograph was taken.
- (18) Permanent Water Quality Plan Sheets - Plan sheets and specifications for permanent water quality structures, riprap.

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

The SWMP Administrator shall finalize the SWMP for CDOT Maintenance use upon completion of the project. SWMP completeness shall be approved by the Engineer, corrections to the SWMP shall be at the Contractor's expense. The following Reference materials shall be used:

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

- (e) *Weekly Meetings.* The Engineer, Superintendent and the SWMP Administrator shall conduct a weekly meeting with supervisors involved in construction activities that could adversely affect water quality. The meeting

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shall follow an agenda prepared by the Engineer or a designated representative, and have a sign in sheet on which the names of all attendees shall be recorded. The SWMP Administrator shall take notes of water quality comments and action items at each weekly meeting, and place the agenda and sign in sheet in the SWMP notebook. At this meeting the following shall be discussed and documented on Form 1176:

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

All subcontractors who were not in attendance at the Environment Pre-construction conference shall be briefed on the project by the Engineer, Superintendent, and the SWMP Administrator prior to start of work. The SWMP Administrator shall record the names of these subcontractors as an addendum to the list of attendees, and added the SWMP Notebook.

**208.04 Best Management Practices (BMPs) for Stormwater.**

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

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

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

Concrete products wasted on the ground during construction shall include, but shall not be limited to: excess concrete removed from forms, spills, slop, and all other unused concrete are potential pollutants that shall be contained or protected by an approved BMP at a pre-approved containment area. The concrete shall be picked up and recycled in accordance with 6 CCR 1007-2 (CDPHE Regulations Pertaining to Solid Waste Sites and Facilities) at regular intervals, as directed. The uses of recycled concrete from approved recycling facilities shall be in accordance with Section 203.

- (a) *Unforeseen Conditions.* The Contractor shall design and implement erosion and sediment BMPs for correcting conditions unforeseen during the design of the project, or for emergency situations, that develop during construction. The Department's "Erosion Control and Stormwater Quality Guide" shall be used as a reference document for the purpose of designing erosion and sediment BMPs. Measures and methods proposed by the Contractor shall be reviewed and approved in writing by the Engineer prior to installation.

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- (b) *Other Agencies.* If CDPHE, US Army Corps of Engineers (USACE), or the Environmental Protection Agency (EPA) reviews the project site and requires additional measures to prevent and control erosion, sediment, or pollutants, the Contractor shall cease and desist activities resulting in pollutant discharge and immediately implement these measures. If the work may negatively affect another MS4, the Contractor shall cease and desist activities resulting in the discharge and shall implement appropriate measures to protect the neighboring MS4, including installing additional measures. . Implementation of these additional measures will be paid for at contract unit price.
- (c) *Work Outside the Right of Way.* Disturbed areas, including staging areas, which are outside CDOT ROW and outside easements acquired by CDOT for construction, are the responsibility of the Contractor. These areas may be subject to a separate CDPS-SCP or other permits. The Contractor shall acquire these permits and submit copies to the Engineer prior to any disturbance. These permits, shall be acquired and all erosion and sediment control work performed at the Contractor's expense. These areas are subject to inspections by CDOT or any other agency, as agreed upon in writing.
- (d) *Construction Implementation.* The Contractor shall incorporate BMPs into the project as outlined in the accepted schedule.
- (e) *Stabilization.* Once earthwork has started, the Contractor shall continue erosion BMPs until permanent stabilization of the area has been completed and accepted. Clearing, grubbing and slope stabilization measures shall be performed regularly to ensure final stabilization. Failure to properly maintain erosion control and stabilization methods, either through improper phasing or sequencing will require the Contractor to repair or replace sections of earthwork at his expense. The Contractor shall schedule and implement the following stabilization measures during the course of the project:
- (1) *Temporary Stabilization.* At the end of each day, the Contractor shall stabilize disturbed areas by surface roughening, vertical tracking, or a combination thereof. Disturbed areas are locations where actions have been taken to alter the existing vegetation and/or underlying soil of a site, such as clearing, grading, road bed preparation, soil compaction, and movement and stockpiling of top soils. Other stabilization measures may be implemented, as approved. The maximum area of temporary stabilization shall not exceed 20 acres.
  - (2) *Interim Stabilization.* Stockpiles and disturbed areas as soon as known with reasonable certainty that work will be temporarily halted for 14 days or more shall be stabilized using one or more of the specified following methods:
    - (i) Application of 1.5 tons of mechanically crimped certified weed free hay or straw in combination with an approved organic mulch tackifier.
    - (ii) Placement of bonded fiber matrix in accordance with Section 213.
    - (iii) Placement of mulching (hydraulic) wood cellulose fiber mulch with tackifier, in accordance with Section 213.

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

Protection of the interim stabilization method is required. Reapplication may be required as approved.

- (3) Summer and Winter Stabilization. Summer and winter stabilization is defined as months when seeding will not be permitted. As soon as the Contractor knows shutdown is to occur, interim stabilization shall be applied to the disturbed area. Protection of the interim stabilization method is required. Reapplication of interim stabilization may be required as directed.
- (4) Permanent Stabilization. Permanent stabilization is defined as the covering of disturbed areas with seeding, mulching with tackifier, soil retention coverings, and such non-erodible methods such riprap, road shouldering, etc., or a combination thereof as required by the Contract. Other permanent stabilization techniques may be proposed by the Contractor, in writing, and shall be used when approved in writing by the Engineer. Permanent stabilization shall begin within 48 hours after topsoil placement, soil conditioning, or combination thereof starts and shall be pursued to completion.
- (5) Final Stabilization. Final stabilization is defined as when all ground disturbing activities at the site have been completed, and uniform vegetative cover has been established with an individual plant density of at least 70 percent of pre-disturbance levels, or equivalent permanent physical erosion reduction methods have been employed.
- (f) *Maintenance.* Erosion and sediment control practices and other protective measures identified in the SWMP as BMPs for stormwater pollution prevention shall be maintained in effective operating condition until the CDPS-SCP has been transferred to CDOT. BMPs shall be continuously maintained in accordance with good engineering, hydrologic and pollution control practices, including removal of collected sediment when silt depth is 50 percent or more of the height of the erosion control device. When possible, the Contractor shall use equipment with an operator rather than labor alone to remove the sediment.

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

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

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

From the time seeding and mulching work begins until the date the Contract work is accepted, the Contractor shall maintain all seeded areas. Damage to seeded areas or to mulch materials shall be immediately restored.

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Damage to seeded areas or to mulch materials due to Contractor negligence shall be immediately restored at the Contractor's expense. Restoration of other damaged areas will be measured and paid for under the appropriate bid item.

Temporary BMPs may be removed upon completion of the project, as determined by the Water Quality Partial Acceptance walk-through. If removed, the area in which these BMPs were constructed shall be returned to a condition similar to that which existed prior to its disturbance. Removed BMPs shall become the property of the Contractor.

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

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

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

Material from pavement saw cutting operations shall be cleaned from the roadway surface during operations using a vacuum. A BMP, such as a berm, shall be placed to contain slurry from joint flushing operations until the residue can be removed from the soil surface. Aggregate bags, erosion logs or other permeable BMPs shall not be used. Residue shall not flow into driving lanes. It shall be removed and disposed of in accordance with subsection 107.25(b) 13. Material containment and removal will not be paid for separately, but shall be included in the work.

**208.05 Construction of BMPs.** BMPs shall be constructed in accordance with Standard Plans M-208-1, M-216-1 and with the following.

- (a) *Seeding, Mulching, Sodding, Soil Retention Blanket.* Seeding, mulching, sodding, and soil retention blanket shall be performed in accordance with Sections 212, 213, and 216.
- (b) *Erosion Bales.* The bales shall be anchored securely to the ground with wood stakes.
- (c) *Silt Fence.* Silt fence shall be installed in locations specified in the Contract prior to any grubbing or grading activity.
- (d) *Temporary Berms.* Berms shall be constructed to the dimensions shown in the Contract, and sufficiently compacted to prevent erosion or failure. If the berm erodes or fails, it shall be immediately repaired or replaced at the Contractor's expense.
- (e) *Temporary Diversion.* Diversions shall be constructed to the dimensions shown in the Contract, and graded to drain to a designated outlet. The berm shall be sufficiently compacted to prevent erosion or failure. If the diversion erodes or fails, it shall be immediately repaired or replaced at the Contractor's expense.

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- (f) *Temporary Slope Drains.* Temporary slope drains shall be installed prior to installation of permanent facilities or growth of adequate ground cover on the slopes. All temporary slope drains shall be securely anchored to the slope. The inlets and outlets of temporary slope drains shall be protected to prevent erosion.
- (g) *Silt Berm.* Prior to installation of silt berms, the Contractor shall prepare the surface of the areas in which the berms are to be installed such that they are free of materials greater than 2 inches in diameter and are suitably smooth for the installation of the silt berms, as approved. Silt berms shall be secured with spikes. The Contractor shall install the silt berm in a manner that will prevent water from going around or under the silt berm. Silt berms shall be installed on top of soil retention blanket.
- (h) *Rock Check Dam.* Rock shall be installed at locations shown on the plans. Rock check dams shall conform to the dimensions shown on the plans.
- (i) *Riprap Outlet Protection.* Geotextile used shall be protected from cutting or tearing. Overlaps between two pieces of geotextile shall be 1 foot minimum. Riprap size shall be as shown on the plans.
- (j) *Storm Drain Inlet Protection.* Prior to installation, the Contractor shall sweep the surface of the area in which the storm drain inlet protection devices are to be installed such that the pavement is free of sediment and debris. The ends of the inlet protection Type 1 and Type 2 shall extend a minimum of 1 foot past each end of the inlet.

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

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

- (k) *Sediment Trap.* Sediment traps shall be installed to collect sediment laden water and to minimize the potential of pollutants leaving the project site. Locations shall be as shown on the plans or as directed.

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

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

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

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

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

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

- (m) *Silt Dikes*. Prior to installation of silt dikes, the Contractor shall prepare the surface of the areas in which the silt dikes are to be installed such that they are free of materials greater than two inches in diameter and are suitably smooth for the installation of the silt dikes, as approved by the Engineer.
- (n) *Concrete Washout Structure*. The concrete washout structure shall meet or exceed the dimensions shown on the plans or be used in accordance with manufacturer's recommendations. Work on this structure shall not begin until written acceptance is provided by the Engineer.

Concrete washout structure shall conform to standard plan M-208-1 and shall meet the following requirements:

- (1) Structure shall contain all washout water.
- (2) Stormwater shall not carry wastes from washout and disposal locations.
- (3) The site shall be located a minimum of 50 horizontal feet from State waters and shall meet all requirements for containment and disposal as defined in subsection 107.25.
- (4) The site shall be signed as "Concrete Washout".
- (5) The site shall be accessible to appropriate vehicles.
- (6) Freeboard capacity shall be included into structure design to reasonably ensure the structure will not overtop during or because of a precipitation events.
- (7) The Contractor shall prevent tracking of washout material out of the washout structure.
- (8) Solvents, flocculents, and acid shall not be added to wash water.
- (9) The structure shall be surrounded on three sides by a compacted berm.
- (10) The structure shall be fenced with orange plastic construction fencing to provide a barrier to construction equipment and to aid in identification of the concrete washout area.
- (11) Concrete waste, liquid and solid, shall not exceed 2/3 the storage capacity of the washout structure.

Pre-fabricated concrete washout structures shall meet the following requirements:

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- (1) Structure shall contain all washout water.
  - (2) Structure shall be located 50 horizontal feet away from State waters, and shall be confined so that no potential pollutants will enter State waters and other sensitive areas are as defined in the Contract. Locations shall be as approved by the Engineer. The site shall signed as “Concrete Washout”.
  - (3) The site shall be accessible to appropriate vehicles.
  - (4) Freeboard capacity shall be included into structure design to reasonably ensure the structure will not overtop during or because of a precipitation event.
  - (5) Solvents, flocculants, and acid shall not be added to wash water.
  - (6) Concrete waste, liquid and solid, shall not exceed 2/3 the storage capacity of the washout structure.
  - (7) Prefabricated structures cannot be moved when they contain liquid, unless otherwise approved.
  - (8) The concrete washout structure shall be completed and ready for use prior to concrete placement operations.
  - (9) Washout areas shall be checked and maintained as required. On site permanent disposal of concrete washout waste is not allowed.  
  
All liquid and solid wastes, including contaminated sediment and soils generated from concrete washout shall be hauled away from the site and disposed of properly at the Contractor's expense.
- (o) *Vehicle Tracking Pad (VTP).* Vehicle tracking pads shall be constructed to the minimum dimensions shown in the Contract, unless otherwise directed by the Engineer. Construction of approved vehicle tracking pads shall be completed before any disturbance of the area.
- The Contractor shall maintain each vehicle tracking pad during the entire time that it is in use for the project. The vehicle tracking pad shall be removed at the completion of the project unless otherwise directed by the Engineer. Additional aggregate may be required for maintenance and will be paid for under Pay Item, Maintenance Aggregate (Vehicle Tracking Pad).
- (p) *Detention Pond.* Permanent detention ponds shown on the construction plans may be used as temporary BMPs if all the following conditions are met:
- (1) The pond is designated as a construction BMP in the SWMP.
  - (2) The pond outfall and outlet are designed and implemented for use as a BMP during construction in accordance with good engineering, hydrologic, and pollution control practices. The stormwater discharges from the outfall shall not cause degradation or pollution of State waters, and shall have BMPs, as appropriate.



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- (3) All silt shall be removed and the pond returned to the design grade and contour prior to project acceptance
- (q) *Aggregate Bag.* Aggregate bags shall be placed on a stable surface, consisting of pavement, grass or gravel. Aggregate bags shall be placed to conform to the surface without gaps. Discharge water shall not cause erosion.
- (r) *Surface Roughening.* Surface roughening creates horizontal grooves along the contour of the slope. Roughening may be accomplished by furrowing, scarifying, ripping or disking the soil surface to create a 2 to 4 inch minimum variation in soil surface. Surface roughening will not be paid for separately, but shall be included in the work.
- (s) *Vertical Tracking.* Vertical tracking involves driving a tracked vehicle up and down the soil surface and creating horizontal grooves and ridges along the contour of the slope. Sandy soils or soils that are primarily rock need not be tracked. Vertical tracking will not be paid for separately, but shall be included in the work.

**208.06 Materials Handling and Spill Prevention.** The SWMP Administrator shall clearly describe and record on the SWMP, all practices implemented at the site to minimize impacts from procedures or significant material that could contribute pollutants to runoff. Areas or procedures where potential spills can occur shall have a Spill Response Plan in place as specified in subsections 107.25(b) 6 or 208.06(c). Construction equipment, fuels, lubricants, and other petroleum distillates shall not be stored or stockpiled within 50 horizontal feet of any State waters or more if the Contractor determines necessary. Equipment fueling and servicing shall occur only within approved designated areas.

- (a) *Bulk Storage Structures.* Bulk storage structures for petroleum products and other chemicals shall have impervious secondary containment or equivalent adequate protection so as to contain all spills and prevent any spilled material from entering State waters. Secondary containment shall be capable of containing the combined volume of all the storage containers plus at least 10 percent freeboard. For secondary containment that is used and may result in accumulation of stormwater within the containment, a plan shall be implemented to properly manage and dispose of all accumulated stormwater which is deemed to be contaminated (e.g., has an unusual odor or sheen).
- (b) *Lubricant Leaks.* The Contractor shall inspect equipment, vehicles, and repair areas daily to ensure petroleum, oils, and lubricants (POL) are not leaking onto the soil or pavement. Absorbent material or containers approved by the Engineer shall be used to prevent leaking POL from reaching the soil or pavement. The Contractor shall have onsite approved absorbent material or containers of sufficient capacity to contain any POL leak that can reasonably be foreseen. The Contractor shall inform all Spill Response Coordinators in accordance with the Spill Response Plan if unforeseen leakage is encountered. All materials resulting from POL leakage control and cleanup shall become the property of the Contractor and shall be removed from the site. Control, cleanup, and removal of by-products resulting from POL leaks shall be performed at the Contractor's expense.
- (c) *Spill Response Plan.* A spill Response Plan shall be developed and implemented to establish operating procedures for handling potential pollutants and preventing spills.

The Response Plan shall contain the following information:

- (1) Identification and contact information of each Spill Response Coordinator

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- (2) Locations of areas on project site where equipment fueling and servicing operations are permitted.
- (3) Location of cleanup kits.
- (4) Quantities of chemicals and locations stored on site.
- (5) Label system for chemicals and Safety Data Sheets (SDS) for products.
- (6) Clean up procedures to be implemented in the event of a spill that does not enter State waters or ground water.
- (7) Procedures for spills of any size that enter surface waters or ground water, or have the potential to do so. CDOT's Erosion Control and Stormwater Quality Guide contains Spill notification contacts and phone numbers required in the Spill Response Plan.
- (8) A summary of the employee training provided.

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

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

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

**208.08 Limits of Disturbance.** The Contractor shall limit construction activities to those areas within the limits of disturbance shown on the plans and cross-sections. Construction activities, in addition to the Contract work, shall include the on-site parking of vehicles or equipment, on-site staging, on-site batch plants, haul roads or work access, and all other action which would disturb existing soil conditions. Staging areas within the LDA shall be as approved by the Engineer. Construction activities beyond the limits of disturbance due to Contractor negligence shall be restored to the original condition by the Contractor at the Contractor's expense. The SWMP Administrator shall tabulate additional disturbances not identified in the CDPS SCP application and indicate changes to locations and quantities on the SWMP. The Contractor shall report the changes and additional disturbances to the Engineer, Water Quality Control Division of CDPHE and all other involved agencies.

The Contractor shall pursue and stabilize all disturbances to completion.

**208.09 Failure to Perform Erosion Control.** Failure to implement the Stormwater Management Plan is a violation of the CDPS – SCP and CDOT specifications. CDOT is obligated to implement enforcement mechanisms in accordance with CDOT's MS4 Permit COS000005 for Stormwater Management and erosion control Best Management Practices. Penalties may be assessed to the Contractor by the appropriate agencies. Penalties will be assessed by the Department as liquidated damages for failure to meet the Permit. All fines assessed to the Department for the Contractor's failure to implement the SWMP will be deducted from monies due the Contractor in accordance with subsection 107.25(c) 2.

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

- (1) Failure to include erosion control in the project schedule or failure to include erosion control in each schedule update as specified in subsection 208.03(b).
- (2) Failure of the Contractor to perform the inspections required by subsection 208.03(c) 2.
- (3) Failure of the Contractor to implement necessary actions required by the Engineer as required by subsection 208.03(c).
- (4) Failure to amend the SWMP and implement BMPs as required by subsection 208.04.
- (5) Failure to keep documentation and records current.
- (6) Failure to construct or implement erosion control or spill containment measures required by the Contract, or failure to construct or implement them in accordance with the Contractor's approved schedule as required by subsection 208.06(c).
- (7) Failure to limit temporary stabilization to 20 or fewer acres as required by subsection 208.04 (e).
- (8) Failure to replace or perform maintenance on an erosion control feature after notice from the Engineer or from a water quality inspection as required by subsection 208.04(f).
- (9) Failure to remove and dispose of sediment from BMPs as required.
- (10) Failure to install and properly utilize a concrete washout structure for containing washout from concrete placement operations.
- (11) Failure to perform stabilization as required by subsection 208.04 (e).
- (12) Failure of the Superintendent or designated representative to attend inspections as required by subsection 208.03(c) and record findings in the appropriate form.
- (13) Failure to prevent discharges not composed entirely of stormwater from leaving the Construction Site.
- (14) Failure to provide the survey of Permanent Water Quality BMPs when required on the project in accordance with 208.10.

The Engineer will immediately notify the Contractor of each incident of failure to perform erosion control in accordance with the CDPS-SCP and these specifications, including items (1) through (14) above by issuing the

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Form 105. Correction shall be made as soon as possible but no later than 48 hours from the date of notification to correct the failure. The Contractor will be charged liquidated damages in the amount of \$970 for each day after the 48 hour period has expired, that one or more of the incidents of failure to perform the requirements for each Form 105 remains uncorrected. Liquidated damages will begin at Midnight of the date the 48 hours has expired.

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

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

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

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

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

Disagreements regarding the suggested corrective action for a BMP compliance issue between the Project Engineer, SWMP Administrator, and Superintendent, shall be discussed with the Resident Engineer and Region Water Pollution Control Manager. If after the discussions, the Project Engineer and the Contractor are still in disagreement and feel that additional compensation is owed, the Contractor will follow the decision of the Project Engineer, keep track of the costs and negotiate further with the Project Engineer. If after pursuing the issue, the Contractor is unable to reach agreement with the Project Engineer, then the Contractor can follow the dispute process outlined in subsection 105.22.

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

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unacceptable work is not remedied within the schedule as agreed to in the meeting, the Engineer will take action to effect compliance with the CDPS-SCP and these specifications by utilizing CDOT Maintenance personnel or other non-Contractor forces and deduct the cost from any monies due or to become due to the Contractor pursuant to subsection 105.17. Delays due to these Stop Work Orders shall be considered non-excusable. The Stop Work Order shall be in place until the project is in CDPS-SCP compliance.

If the Contractor remains non-responsive to requirements of the on-site meeting, the Engineer will start default or Contract termination procedures in accordance with subsections 108.09 and 108.10. CDOT will proceed with corrective or disciplinary action in accordance with the Rules for Prequalification, Debarment, Bidding and Work on Transportation, Road, Highway and Bridge Public Projects.

When a failure meets any one of the following conditions, the Engineer will immediately issue a Stop Work Order in accordance with subsection 105.01 irrespective of any other available remedy:

- (1) It may endanger health or the environment.
- (2) It consists of a spill or discharge of hazardous substances or oil which may cause pollution of the waters of the state.
- (3) It consists of a discharge which may cause a violation of a water quality standards.

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

- (a) *Reclamation of Washout Areas.* After concrete operations are complete, washout areas shall be reclaimed in accordance with subsection 208.05(n) at the Contractor's expense.
- (b) *Survey.* When Permanent Water Quality BMPs (Permanent BMP) are required on the project, the Contractor shall survey the BMPs to confirm that they conform to the configuration and grade shown on the Plans. The survey shall conform to Section 625. The results of the survey shall be submitted as Microstation or AutoCad drawing files and PDF files, showing both designed and final elevations and configurations. Paper versions of the drawings shall be submitted with the stamp and seal of the Contractor's Surveyor.
- (c) The Engineer and the CDOT Hydraulics Engineer for the region will perform a walkthrough of the Permanent BMPs to confirm conformance to material requirements, locations and dimensions of the Permanent BMPs. Permanent BMPs not meeting the Contract requirements will be identified in writing by the Engineer, and shall be repaired or replaced at the Contractor's expense. Correction surveys shall be performed at the Contractor's expense to confirm the locations and dimensions of each Permanent BMP. Final as-built plans of the Permanent BMPs shall be provided to the Engineer and the CDOT Region and Headquarter Permanent Water Quality Control Specialist for their records.
- (d) *Locations of Temporary BMPs.* The Engineer will identify locations where modification, cleaning or removal of temporary BMPs are required, and will provide these in writing to the Contractor. Upon completion of work required, the SWMP Administrator shall modify the SWMP to provide an accurate depiction of BMPs to remain on the project site.

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**METHOD OF MEASUREMENT**

**208.11** Erosion Control Management will be measured as the actual number of days of ECM work performed, regardless of the number of personnel required for SWMP Administration and Erosion Control Inspection, including erosion control inspections, documentation, meeting participation, SWMP Administration, and the preparation of the SWMP notebook. If the combined hours of SWMP Administration and Erosion Control Inspection is four hours or less in a day, the work will be measured as ½ day. If the combined hours of SWMP Administration and Erosion Control Inspection is more than four hours in a day, the work will be measured as one day. Total combined hours of ECM work exceeding eight hours in a day will still be paid as one day.

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

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

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

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

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

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

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

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

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

**BASIS OF PAYMENT**

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

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Aggregate Bag	Linear Foot
Concrete Washout Structure	Each
Erosion Bales (Weed Free)	Each
Erosion Control Management	Day
Erosion Log (Type 1) (____ Inch)	Linear Foot
Erosion Log (Type 2) (____ Inch)	Linear Foot

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Pre-Fabricated Concrete Washout Structure	Each
Pre-Fabricated Vehicle Tracking Pad	Each
Maintenance Aggregate (Vehicle Tracking Pad)	Cubic Yard
Removal and Disposal of Sediment (Equipment)	Hour
Removal and Disposal of Sediment (Labor)	Hour
Removal of Trash	Hour
Rock Check Dam	Each
Sediment Basin	Each
Sediment Trap	Each
Silt Berm	Linear Foot
Silt Dike	Linear Foot
Silt Fence	Linear Foot
Silt Fence (Reinforced)	Linear Foot
Storm Drain Inlet Protection (Type __)	Linear Foot
Storm Drain Inlet Protection (Type __)	Each
Sweeping (Sediment Removal)	Hour
Temporary Berm	Linear Foot
Temporary Diversion	Linear Foot
Temporary Slope Drains	Linear Foot
Vehicle Tracking Pad	Each

Payment for Erosion Control Management (ECM) will be full compensation for all labor, materials and equipment necessary for the SWMP Administrator and Erosion Control Inspectors to perform all the work described in this specification. This includes assembling items 5-19 and required updates to the SWMP Notebook on site.

The SWMP Administrator and ECI's commute times will not be measured and paid for separately, but shall be included in the work.

Modifications to the SWMP Notebook due to construction errors or survey errors by the contractor shall be at the Contractor's expense.

Temporary erosion control will be measured and paid for by the BMPs used. Surface roughening and vertical tracking will not be measured and paid for separately but shall be included in the work. Payment for each BMP item will be full compensation for all work and materials required to furnish, install, maintain and remove the BMP when directed.

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

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

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

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

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

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

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

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

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

Geotextile (Erosion Control) (Class 2) will be measured and paid for in accordance with Section 420.

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

Payment will be made for BMPs replaced as approved by the Engineer. Temporary erosion and sediment BMPs required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or ordered by the Engineer or for the Contractor's convenience, shall be performed at the Contractor's expense. If the Contractor fails to complete construction within the contract time, payment will not



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be made for Section 208 pay items for the period of time after expiration of the contract time. These items shall be provided at the Contractor's expense.

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**REVISION OF SECTION 209  
WATERING AND DUST PALLIATIVES**

Section 209 of the Standard Specifications is hereby revised for this project as follows:

**Subsection 209.02 shall include the following:**

The Contractor is responsible for obtaining a legal source for water to complete the work as specified in the Contract Documents, including any necessary measuring devices, permits fees.

**Subsections 209.07 and 209.08 are deleted and replaced with the following:**

Water required for all work covered under the Contract will not be measured and paid for separately but shall be included in the unit bid prices for bid items requiring water.

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**REVISION OF SECTION 210  
RESET STRUCTURES**

Section 210 of the Standard Specifications is hereby revised for this project as follows:

**Subsection 210.02 shall include the following:**

Resetting, adjusting and/or modifying of structures shall be done in accordance with the contract. It is the Contractor's responsibility to document the condition of the structure prior to construction. Any existing damage or condition that may be disputable after the structure is replaced should be brought to the Engineer's attention prior to construction. If necessary, new material shall be used at the direction of the County.

**Subsection 210.04 shall include the following:**

**Reset Fences:** There are existing 6-ft. tall chain link fences that will need to be reset to accommodate construction.

If new materials are required to reset existing fences the new fence material shall match existing fence material and height. The fences shall be reset to 6-inches outside of the right-of-way line or as directed by the County. Anchorages, footings, or fence appurtenances shall not extend beyond the limits of the right-of-way without the written consent of the County and abutting property owner. The work requires coordination with the adjacent property owners. When applicable, construction will be in accordance with CDOT M & S Standard Details. All Contractor's costs associated with resetting fences shall be included in the bid items listed including new materials and coordination with property owners.

Temporary fence may be required due to staging, construction, or grading operations. All permanent enclosures, yards, and property frontages that require removal and later replacement of existing fence shall be provided with temporary fencing. The temporary fencing shall be of the same height with stability adequate to properly enclose the owner's property or yard. Temporary fencing shall be installed prior to the removal of the existing fence. The temporary fence shall be monitored and maintained daily in order to ensure the yard and the owner's property are adequately secured or contained. Temporary fence shall be removed after the installation of the replacement fence.

Gates, posts, wire, mesh, slates, rails, and other materials and facilities attached to fences needing reset shall be incidental to the work of resetting fences.

**Subsection 210.07 shall include the following:**

**Reset Ground Signs:** New posts, and all mounting and backing angles shall be provided for all Ground Signs that are reset.

**Subsection 210.10 shall include the following:**

**Adjust sanitary sewer manholes and adjust gas valves:** All of the work and costs for adjusting and resetting valves and manholes shall be included in the unit cost price for the work.

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**REVISION OF SECTION 210  
RESET STRUCTURES**

**Subsection 210.12 shall include the following:**

Temporary fences will not be measured and paid for separately, but will be considered incidental to related pay items. This work shall include but not be limited to providing, installing, maintaining, removal, haul, disposal, and any other work, labor or materials required to provide temporary fencing.

Resetting of structures, fences, and related materials shall include all work necessary to remove the items from their existing location to the new location, and shall include but not be limited to all mounting hardware, footings, new ground sign posts, meter boxes, gates, gate posts, connecting devices, all new materials, and all other work necessary to complete the reset item.

**Subsection 210.13 shall include the following:**

Payment will be made under:

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Reset Ground Sign	Each
Reset Sign Panel	Each
Reset Chain Link Fence	Linear Foot
Adjust Manhole	Each
Adjust Valve Box	Each

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**REVISION OF SECTION 212  
SEEDING, FERTILIZER, SOIL CONDITIONER, AND SODDING**

Section 212 of the Standard Specifications is hereby revised for this project as follows:

**Section 212.02 (a), delete the first paragraph and replace with the following:**

- (a) *Seed.* All seed shall be furnished in bags or containers clearly labeled to show the name and address of the supplier, the seed name, the lot number, net weight, origin, the percent of weed seed content, the guaranteed percentage of purity and germination, pounds of pure live seed (PLS) of each seed species, and the total pounds of PLS in the container. All seeds shall be free from noxious weed seeds in accordance with current state and local lists and as indicated in Section 213. The Contractor shall furnish to the Engineer a signed statement certifying that the seed is from a lot that has been tested by a recognized laboratory for seed testing within thirteen months prior to the date of seeding. The Engineer may obtain seed samples from the seed equipment, furnished bags or containers to test seed for species identification, purity and germination. Seed tested and found to be less than 10 percent of the labeled certified PLS and different than the specified species will not be accepted. Seed which has become wet, moldy, or damaged in transit or in storage will not be accepted.

**Section 212.06 shall include the following:**

Soil Preparation and Seeding: Soil in all areas to receive native seed shall be fertilized and conditioned.

For soil preparation of native grass areas, the fertilizer shall be a complete starter fertilizer having the chemical analysis of eighteen percent (18%) Nitrogen, forty-six percent (46%) Phosphoric Acid and zero percent (0%) Potash. Scarify and turn under the area designated to be seeded to a depth of six inches (6") to free seeds and other plants. Apply the specific fertilizer and conditioner in the native grass area at the rate of five (5) pounds per one thousand (1,000) square feet and work it into the soil to a depth of four inches (4") with a disc, spring tooth harrow or other suitable equipment. All seeded areas will then be raked and rolled to the desired finished grades with gently sloping surfaces to adequately drain all surface water runoff.

Grade seeding areas to a smooth, even surface with a loose, uniformly fine texture. Roll, rake and remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas that can be planted within 24 hours after fine grading has been completed. No additional payment will be made if the Contractor has to complete fine grading more than one time.

**Acceptance**

Seeded areas will be accepted upon evidence of an even, uniform, germination of grass cover. This does not imply that a full sod is necessary. The result is based on a visual evaluation indicating a uniform germination of about 80% with no bare spots larger than 12" in diameter and 0% noxious weeds. Contractor shall maintain seeded areas until Initial Acceptance.

**Maintenance / Warranty**

The Contractor shall maintain seeded areas until Final Acceptance. Maintenance shall consist of repair of eroded areas, watering, mowing, weeding, fertilizing, and reseeded as necessary. For mowing operations, sound

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**2**

**REVISION OF SECTION 212  
SEEDING, FERTILIZER, SOIL CONDITIONER, AND SODDING**

horticultural practices shall be followed so that no more than one-third (1/3) of the leaf surface is removed during mowing and that the height of the grass is at least three (3) inches after the final cut. For Initial Acceptance of seeded areas, all seeded areas shall have uniform dense growth of 70% coverage. At the time of the one-year warranty, areas with insufficient vegetative cover shall be reseeded according to these Standards and Specifications. All areas shall be well established prior to final acceptance, which shall be inspected for compliance at the time of final acceptance for the entire project.

**Subsection 212.07 shall include the following:**

No separate measurement and payment will be made for fine grading, fertilizer, soil conditioning, soil preparation, protection and repair of existing irrigation systems. This work shall be included in the Unit Price bid for Seeding (Native). The unit price paid for seeding shall include all of the Contractor's costs including all labor, material, equipment and incidentals required to install seed.

**Subsection 212.08 shall include the following:**

Payment for seeding shall be full compensation for all work necessary to complete the seeding. The actual quantity will be measured in-place by the County.

<u><b>Pay Item</b></u>	<u><b>Pay Unit</b></u>
Seeding (Native)	Acre

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**REVISION OF SECTION 306  
RECONDITIONING**

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

**Subsection 306.02 The first sentence is deleted and replaced with the following:**

The top 12 inches of the subgrade for curb, gutter, driveways, sidewalks, concrete pavement, and asphalt for roadway improvements shall be reconditioned by blading and rolling.

**Subsection 306.02 shall include the following:**

The top 6-inches of the subgrade for private driveways shall be reconditioned.

**Subsection 306.03 shall include the following:**

Reconditioning shall include water, blading, shaping, scarifying, compacting the subgrade, finishing, proof rolling (as directed), and maintenance of the finished surface.

**Subsection 306.04 shall be deleted and replaced with the following:**

Reconditioning shall include water, blading, shaping, scarifying, compacting the subgrade, finishing, proof rolling (as directed), and maintenance of the finished surface shall not be paid for separately but included in the cost of the concrete pavement.

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**REVISION OF SECTION 401  
PLANT MIX PAVEMENTS - GENERAL**

Section 401 of the Standard Specifications is hereby revised as follows:

**Section (a) of Subsection 401.02 (a), shall add a paragraph (4) after paragraph (3) to include the following:**

- (4) The job-mix formula for Pavement shall be established by a testing laboratory approved by the County and at the Contractor's expense. Copies of all test data shall be provided to and approved by the County prior to construction.



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**REVISION OF SECTION 403  
HOT MIX ASPHALT**

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

**Subsection 403.01 shall include the following:**

Hot Mix Asphalt (Patching) (Asphalt) consists of those quantities required for installing asphalt that is less than 8 feet in width. The thickness of asphalt patches within the roadway cross-section shall match the proposed pavement section of the roadway as presented on the drawings.

Hot Mix Asphalt (Patching) (Asphalt) also includes residential driveways and parking. All asphalt patching shall match the depth of existing pavement or the depths shown in the pavement sections on the drawings whichever is greater.

Temporary asphalt patches shall be installed at the direction of the County after the adjustments of manholes and valve boxes; and all utility adjustments and relocations. Temporary asphalt patches shall be 5-inches full depth asphalt and shall be maintained by the Contractor throughout construction and until the final permanent layer of pavement is installed. The Contractor shall coordinate with the County for the limits of asphalt removal prior to removing any asphalt. All of the Contractor's costs for temporary asphalt patching shall be considered incidental to the project.

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**2**  
**REVISION OF SECTION 403**  
**HOT MIX ASPHALT**

Subsection 403.02 shall include the following:

The design mix for hot mix asphalt shall conform to the following:

Table 403-1							
Property	Test Method	Value For Grading					
				SX			
Air Voids, percent at: N (design)	CPL 5115			3.5 – 4.5			
Lab Compaction (Revolutions): N (design)	CPL 5115			75			
Stability, minimum	CPL 5106			28			
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, % minimum*	CP 45			60			
Accelerated Moisture Susceptibility Tensile Strength Ratio (Lottman), minimum	CPL 5109 Method B			80			
Minimum Dry Split Tensile Strength, kPa (psi)	CPL 5109 Method B			205 (30)			
Grade of Asphalt Cement, Top Layer				PG 64- 22			
Grade of Asphalt Cement, Layers below Top				PG 64- 22			
Voids in the Mineral Aggregate (VMA) % minimum	CP 48			See Table 403-2			
Voids Filled with Asphalt (VFA), %	AI MS-2			65 - 80			
Dust to Asphalt Ratio Fine Gradation Coarse Gradation	CP 50			0.6 – 1.2 0.8 – 1.6			
<p>Note: AI MS-2 = Asphalt Institute Manual Series 2</p> <p>Note: Mixes with gradations having less than 40% passing the 4.75 mm (No. 4) sieve shall be approached with caution because of constructability problems.</p> <p>Note: Gradations for mixes with a nominal maximum aggregate size of one-inch or larger are considered a coarse gradation if they pass below the maximum density line at the #4 screen. Gradations for mixes with a nominal maximum aggregate size of 3/4" to 3/8" are considered a coarse gradation if they pass below the maximum density line at the #8 screen. Gradations for mixes with a nominal maximum aggregate size of #4 or smaller are considered a coarse gradation if they pass below the maximum density line at the #16 screen.</p>							

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**3**  
**REVISION OF SECTION 403**  
**HOT MIX ASPHALT**

All mix designs shall be run with a gyratory compaction angle of 1.25 degrees and properties must satisfy Table 403-1. Form 43 will establish construction targets for Asphalt Cement and all mix properties at Air Voids up to 1.0 percent below the mix design optimum. CDOT will establish the production asphalt cement and volumetric targets based on the Contractor's mix design and the relationships shown between the hot mix asphalt mixture volumetric properties and asphalt cement contents on the Form 429. CDOT may select a different AC content other than the one shown at optimum on the Contractor's mix design in order to establish the production targets as contained on the Form 43. Historically, Air Voids adjustments typically result in asphalt cement increases from 0.1 to 0.5 percent. Contractors bidding the project should anticipate this change and factor it into their unit price bid.

**Table 403-2**

Nominal Maximum Size*, mm (inches)	Minimum Voids in the Mineral Aggregate (VMA)			
	***Design Air Voids **			
	3.5%	4.0%	4.5%	5.0%
37.5 (1½)	11.6	11.7	11.8	N/A
25.0 (1)	12.6	12.7	12.8	
19.0 (¾)	13.6	13.7	13.8	
12.5 (½)	14.6	14.7	14.8	
9.5 (⅜)	15.6	15.7	15.8	16.9
	* 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.			

The Contractor shall prepare a quality control plan outlining the steps taken to minimize segregation of HMA. This plan shall be submitted to the Engineer and approved prior to beginning the paving operations. When the Engineer determines that segregation is unacceptable, the paving shall stop and the cause of segregation shall be corrected before paving operations will be allowed to resume.

Acceptance samples shall be taken at the location specified in either Method B or C of CP 41.

Subsection 403.03 shall include the following:

The Contractor shall construct the work such that all roadway pavement placed prior to the time paving operations end for the year, shall be completed to the full thickness required by the plans. The Contractor's Progress Schedule shall show the methods to be used to comply with this requirement.

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**4**

**REVISION OF SECTION 403  
HOT MIX ASPHALT**

**Subsection 403.04, shall include the following:**

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

The Contractor shall collect the scale ticket on each load when it is delivered to the project site, and ensure that the information required in subsection 109.01 is shown on each ticket.

The scale tickets shall be available on site for County personnel to inspect.

Each day the Contractor shall provide to the County envelopes which contain the previous day's signed tickets and the following:

1. On each envelope: Project number, location, date of paving, type of material, daily total and cumulative total.
2. One of the following:
  - a. Two adding machine tape tabulations of the weight tickets with corresponding totals run and signed by different persons,
  - b. One signed adding machine tape tabulation of the weight tickets that has been checked and signed by a second person,
  - c. Signed check tape of computer scale tickets that have a cumulative total. These scale tickets must be consecutive and without voids or adjustments.
3. A listing of any overweight loads on the envelope, including ticket numbers and amount over legal limit.
4. A comparison of the actual yield for each day's placement to the theoretical yield. Theoretical yield shall be based on the actual area paved, the planned thickness, and the actual density of the mixture being placed. Any variance greater than +2.5% shall be indicated on the envelope and a written explanation included.

The Contractor shall provide a vehicle identification sheet that contains the following information for each vehicle:

- 1) Vehicle number
- 2) Length
- 3) Tare weight
- 4) Number of axles
- 5) Distance between extreme axles
- 6) All other information required to determine legal weight.
- 7) Legal weight limit.

If the Contractor fails to provide the County with the required information on a daily basis, paving will not be allowed to resume unless approved by the County.

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**5**  
**REVISION OF SECTION 403**  
**HOT MIX ASPHALT**

**Subsection 403.05, shall include the following:**

Payment will be made under:

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Hot Mix Asphalt (Patching)	Ton

Aggregate, asphalt recycling agent, asphalt cement, additives, hydrated lime, and all other work and materials necessary to complete each hot mix asphalt item will not be paid for separately, but shall be included in the unit price bid. When the pay item includes the PG binder grade, any change to the submitted mix design optimum asphalt cement content to establish production targets on the Form 43 will not be measured and paid for separately, but shall be included in the work. No additional compensation will be considered or paid for any additional asphalt cement, plant modifications and additional personnel required to produce the HMA as a result in a change to the mix design asphalt cement content.

Historically, typical asphalt cement increases reflected on the Form 43 are from 0.1 to 0.5 percent. However, the Contractor should anticipate the AC increases typical of his mixes. Contractors bidding the project should anticipate this change and factor it into their 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.

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**REVISION OF SECTION 411  
BITUMINOUS MATERIALS**

Section 411 of the Standard Specifications is hereby revised as follows:

**Delete Subsection 411.05 and replace with the following:**

Bituminous materials will not be measured and paid for separately but shall be included in the unit prices bid for Hot Mix Asphalt (Grading SX) (PG 64-22; CDOT Mix # FS 1938-1)

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**REVISION OF SECTION 412  
PORTLAND CEMENT CONCRETE PAVEMENT FINISHING**

Section 412 of the Standard Specifications is hereby revised for this project as follows:

**Subsection 412.01 shall include the following:**

This work also includes driveways and aprons.

**Subsection 412.03 shall be deleted and replaced by the following:**

Concrete for driveways and aprons shall be Class E, and meet the requirements of Section 601.

Concrete shall be mixed with Fibermesh reinforcing strands (or approved equal), at the rate of 1.5 pounds per cubic yard.

**Subsection 412.23 the fifth paragraph shall be deleted and replaced by the following:**

Reinforcement will not be measured and paid for separately and shall be considered incidental to the work.

**In Subsection 412.24 the fourth paragraph after the list of pay items shall be deleted and replaced with the following:**

Reinforcing Steel, including welded wire mesh, will not be measured and paid for separately but shall be considered incidental to all bid items included on the bid schedule for concrete pavement. The unit price for these items shall include but is not limited to; structural excavation and backfill, water control and dewatering, concrete forms, reinforcing steel or welded wire fabric, furnishing and installing concrete, finishing concrete, cold weather protection, and all other labor, equipment, and materials required for concrete pavement.

**Subsection 412.24 shall include the following:**

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Pavement (6 inch)	Square Yard
Concrete Pavement (8 inch)	Square Yard
Concrete Pavement (10 inch)	Square Yard

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**REVISION OF SECTION 602  
REINFORCING STEEL**

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

**Subsection 602.07 is replaced with the following:**

602.07 Reinforcing steel will not be measured.

**Subsection 602.08 is replaced with the following:**

Reinforcing Steel for concrete structures will not be measured and paid for separately but shall be considered incidental to the individual concrete structures listed on the bid schedule.



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**REVISION OF SECTIONS 608 AND 609  
SIDEWALKS, DRIVEWAYS,  
RAMPS, CURB, AND GUTTER**

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

**Subsection 608.02 and 609.02 shall include the following:**

For this project, sidewalks will be poured monolithically with curb and gutters.

Concrete for ramps, driveways, curbs, gutters and walks shall be Class B or D and meet the requirements of Sections 601. Concrete shall be mixed with fiber mesh reinforcing strands (or approved equal), at the rate of 1.5 pounds per cubic yard.

Concrete for 8-ft. wide type 2 gutters shall be Class E and meet the requirements of Sections 601. Concrete shall be mixed with fiber mesh reinforcing strands (or approved equal), at the rate of 1.5 pounds per cubic yard.

Curbs, gutters with sidewalks shall meet Section 609 with the following modifications: The completed work shall conform to the thickness, typical cross sections, and lines and grades shown on the Plans or to those established by the County at the jobsite.

**Subsections 608.03 and 609.03 shall include the following:**

The new concrete sidewalk, curb, and gutter shall be tied into the existing concrete with #3 bars that are embedded 6 inches into the existing concrete and 6 inches into the new concrete. Epoxy shall be used to secure bars within the concrete. The #3 bars shall be spaced evenly across the width of concrete and centered between the top and bottom of concrete. A sidewalk five feet in width shall have at least 3- 12" bars installed evenly across the width of sidewalk with a 6-inch clearance on each side.

The Contractor shall be required to perform a proof-roll of the subgrade prior to placing the concrete per revisions to section 203 contained herein. Proof-rolling will not be measured and paid for separately but shall be included in the work.

**Delete Subsections 608.03(e) and 609.03(e) and replace them with the following:**

*Joint.* Expansion joints in combination curb, gutter and walk, curb and gutter, walkways and bikeways, at intervals of no more than 500 feet apart, shall be filled with ½ inch thick full depth, preformed expansion joint filler. The joint shall be recessed ½ inch and shall be sealed with an approved one-component, moisture-curing, non-priming, gun-grade, elastomeric polyurethane joint sealer meeting the requirements of ASTM C920, Type S, Class 25, Grade 25, Use NT and M. It shall be applied in accordance with the manufacturer's instructions within seven days of the placement of the concrete. Expansion joints shall be provided at the following locations:

- At each end of the curb return
- Between back of sidewalk and driveway slab of service walk
- As directed by the Project Manager
- Between new and existing concrete

**Subsection 608.03 (f) and 609.03 (f) shall include the following:**

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**REVISION OF SECTIONS 608 AND 609  
SIDEWALKS, DRIVEWAYS, RAMPS, CURB, AND GUTTER**

Concrete shall not be left exposed for more than 2 hours between the time finishing is completed and commencement of curing treatment unless approved by the Owner.

It shall be the Contractor's responsibility to protect the concrete from the elements, vandalism, and physical damage. Any concrete showing any signs of exposure to precipitation, flowing water or freezing, or showing any signs of physical damage shall be removed and replaced at the Contractor expense.

Sections of concrete sidewalks, and curb and gutters which develop random cracking shall be removed and replaced, or repaired by the Contractor at his expense in a satisfactory manner approved by the County

**Subsections 608.05, 608.06, 609.06, and 609.07 shall include the following:**

Sawing concrete will not be measured and paid for separately but shall be considered incidental to the work.

Concrete Sidewalk will be measure and paid for in Square Yards, completed and accepted.

All concrete ramps will be measured and paid for as "Concrete Curb Ramps" by the square yard of finish surface. Truncated dome will not be measured and paid for separately but shall be included in concrete curb ramp.

Gutter Type 2, curb and gutter type 2, and curb, gutter, and sidewalk (monolithic) will be measured and paid for by the linear foot.

Bed course material will not be measured and paid for separately but shall be considered incidental to bid items that required bed course material.

Curbs associated with concrete curb ramps will not be measured and paid for separately but shall be considered incidental to the curb ramps.

Payment will be made under:

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Concrete Sidewalk (6-inch)	Square Yard
Concrete Curb Ramps	Square Yard
Detectable Warnings	Square Foot
Curb and Gutter Type 2 (Section IIB)	Linear Foot
Curb, Gutter and Sidewalk Type 2 (Section IIB)	Square Yard
Curb, Gutter and Sidewalk (Special)	Square Yard
Gutter Type 2 (8 foot)	Linear Foot

Structural excavation and backfill shall not be measured and paid separately but shall be included in the work.

Reinforcing steel and/or fiber mesh shall not be measured separately but shall be included in the work.

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**REVISION OF SECTION 625  
CONSTRUCTION SURVEYING**

Sections of the new concrete sidewalks, curb and gutters, and driveways which develop random cracking within one year warranty period shall be removed and replaced at the Contractor at his expense in a satisfactory manner approved by the County.

Section 625 of the Standard Specifications is hereby revised for this project as follows:

**Subsection 625.01 shall include the following:**

The Contractor shall perform all construction staking for the project. All survey work shall be performed by a Professional Land Surveyor licensed in the state of Colorado. The survey work shall consist of but not limited to:

1. Construction surveying
2. Calculations
3. Layout and staking necessary for the construction of all elements of the project
4. Reestablishing property pins
5. Setting 3 permanent benchmarks on-site
6. Establishing property pins and lines for resetting of fences
7. Locating existing and relocated monitoring wells
8. Resetting aliquot corners
9. Surveying monitoring wells before and after adjustments
10. As-built Record

The Contractor shall furnish all personnel, materials, equipment, and traffic control necessary to perform the required construction survey. The Contractor's surveyor shall also coordinate with and provide surveying for utility companies as required to provide right-of-way staking for the relocation of all utilities for the project.

Prior to roadway demolition, the contractor shall stake the edges of each driveway and call for inspection by the county inspector. The County inspector shall review each cut (or fill) stake at all driveways prior to road construction to determine whether road grades are appropriate for the situation.

The Contractor shall stake the proposed centerline and edges of pavement per the plans. The Contractor shall establish the project horizontal and vertical control.

**In subsection 625.04, delete the first paragraph and replace with the following:**

The first paragraph shall be deleted and replaced with the following statement; "Contractor shall perform all construction surveying and staking that is necessary for construction of the project."

**Subsection 625.13 shall include the following:**

All construction surveying required to construct the project in accordance with the lines and grades presented on the drawings will not be measured but will be paid for on a lump sum basis. Payment shall also include: locating and re-establishing property pins; resetting any monuments; setting three permanent bench marks; establishing property lines for fences; and surveying for adjusting monitoring wells.

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**2**  
**REVISION OF SECTION 625**  
**CONSTRUCTION SURVEYING**

If discrepancies between the plans and field conditions are found during the survey, The Contractor shall notify owner representative prior to commencing with construction staking activities.

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Construction Surveying	Lump Sum
Construction Surveying (Hourly)	Hour

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**REVISION OF SECTION 626  
MOBILIZATION**

Section 626 of the Standard Specifications is hereby revised for this project as follows:

**Subsection 626.01 shall include the following:**

**CONSTRUCTION STAGING AND TEMPORARY CONSTRUCTION EASEMENTS:** The Contractor shall take responsibility to find adequate staging area(s) for the project. Any agreements made for staging on private property shall be made in writing and copies of the written agreements shall be provided to the County prior to Construction. All staging areas shall be secured with temporary fencing and restored to original conditions after construction. The Contractor shall provide erosion and sediment control for all staging areas and shall modify the Erosion and Sediment Control Plans to include staging areas.

The Contractor shall inform the property owners and the tenants at the properties prior to construction. The Contractor shall limit construction activities to those areas within the limits of disturbance as shown on the plans to the maximum extent practical. All costs, whatsoever the nature, required for staging and temporary construction easements including temporary fencing and erosion and sediment control shall be considered incidental to the project.

Any disturbance beyond the limits presented on the drawings shall be restored to the original condition at Contractor's expense. Construction activities, in addition to normal construction procedures, shall include parking of vehicles or equipment, consolidation of construction debris or materials, and disposing of litter and any other action which alters existing conditions. All disturbances outside the Project Limits shall be pre-approved by the County and secured by the Contractor, at Contractor's expense

**Subsection 626.02 shall include the following:**

Mobilization shall be utilized for the benefit of all bid schedules and therefore all construction pay items. Expenses and fees not specifically or directly associated with a construction pay item shall be included in mobilization.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Mobilization	Lump Sum

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**REVISION OF SECTION 626  
PUBLIC INFORMATION SERVICES**

Section 626 of the Standard Specifications is hereby revised for this project as follows:

**Subsection 626.01 shall include the following:**

The Contractor shall provide the following public information services on an ongoing basis throughout the duration of the project:

Adams County is committed to providing outreach to our communities regarding infrastructure projects. To that end, the Contractor is required to designate a Public Information Manager (PIM). At the preconstruction conference, the Contractor shall introduce the PIM for the project and present a public information plan and strategies or methods for communicating project activities at the preconstruction conference.

The PIM shall work with the primary County contacts referred to in this specification as follows:

**Core County Team**, consisting of the County Project Manager (main contact for Contractor), County Construction Manager and the Transportation Coordinator. Outlined below are the general and specific requirements for the Public Information Plan.

**General Public Information Plan (PIP) Requirements:**

- A Public Information Plan (PIP) shall be coordinated and refined between the Contractor's PIM and the Adams County Transportation Coordinator. The Transportation Coordinator and the County's Infrastructure Manager shall review and approve the PIP prior to the County Project Manager scheduling the Preconstruction Conference.
- The Contractor shall provide the following public information services on an ongoing basis throughout the duration of the project:
  - a) Designation of the Public Information Manager (PIM) for the project. The PIM will work directly with the **Core County Team**.
  - b) The PIM shall be responsible to hold the number of community meeting(s) as stated below. The initial community meeting shall be held a minimum of two weeks prior to the start of construction and notice of the community meeting must be sent out ten days prior to the meeting. The format of the community meeting shall be approved by the Transportation Coordinator.
  - c) The PIM shall be responsible for mailing, notifying those affected property owners. The affected parcel maps have attached in this contract documents.
- During the project, the PIM shall be available on every working day, accessible and on-call by cell phone or pager at all times and available upon the request of the County Project Manager and the County Construction Manager at other than normal working hours.
- The PIM shall maintain communications with the Core County Team, other county staff as requested, businesses and individual residences, commuters, local government entities and all other stakeholders that are directly adjacent to and affected by the project as agreed to in the PIP.
- The PIM shall provide a local/toll-free 24-hour phone line for customer service throughout the duration of the project. The PIM shall be responsible **for returning phone messages before the end of the next business day.**
- The PIM shall maintain a logbook of citizen and business concerns, issues and complaints, and their subsequent resolutions, including how /who resolved the issue and when. Information in the logbook shall include names, addresses, phone numbers, nature of inquiry and subsequent action(s) taken

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during construction to resolve the inquiry. The PIM shall provide the Core County Team an updated logbook by Thursday noon on a weekly basis.

The County will establish a project webpage. The PIM shall provide weekly project **updates no later than 12:00 PM on Thursday** to the Core County Team in order to keep the webpage current, including information for the following week:

- Work accomplished for current week and work anticipated for the proceeding week
  - Weekly lane closure report for proceeding week
  - Detours (new, or changes to existing detours)
  - Change in work schedule, etc.
  - Percentage of work completed
  - Amount of work billed
- The PIM shall maintain an email list to send out the above information directly to interested citizens, agencies, businesses and other stakeholders, County employees and elected officials who've requested information. If unforeseen changes or an emergency arises from the project that will impact the community, the Contractor/PIM shall immediately contact the County Project Manager or the County Construction Manager to formulate an appropriate message concerning the situation. Once approved by the County Project Manager and/or Construction Manager, the PIM is required to immediately send this message to the email list and the Transportation Coordinator as soon as possible.
  - The PIM shall submit all correspondence to be disseminated to the public to the Core County Team for review and approval **48-hours prior** to distribution unless the update is an emergency and cleared by either the County Project Manager or Construction Manager.
  - The PIM contact information shall be prominently shown on construction signs (a local phone number required) at the major approaches and exits of the construction zone.
  - Any revisions to the PIP resulting from discussions at the initial meeting or the preconstruction conference shall be approved by the Core County Team prior to commencing construction.
  - Any revisions to the PIP will be included in the Public Information Services (Lump Sum). The County reserves the right to amend, change, alter, revise or improve the PIP to achieve the goals desired by the County. This will be included in the scope of work and no additional compensation will be paid for any additional work associated with the PIP.

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**Project Designated Public Information Manager Information:**

Public Information Manager (PIM):	Please Print Clearly	<u>Required:</u> Check the appropriate box for the primary 24-hour emergency contact number
PIM Project Office Number:		<input checked="" type="checkbox"/>
PIM Cell Phone Number:		<input checked="" type="checkbox"/>
PIM Texting Number:		
PIM Other Number:		<input checked="" type="checkbox"/>
PIM Address:		
PIM Email Address:		

\*\*\*\*If any of the above PIM information changes for the project, Adams County must be notified immediately.\*\*\*\*



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The Contractor shall provide the information in the Public Information Plan as follows:

<p><b><u>PROJECT OVERVIEW</u></b></p> <p>This overview will be posted on county's website throughout the duration of the project. Please include descriptions of multiple phases.</p> <p>Please fill in and expand message for citizens and business:</p>	
<p>Adams County will be improving _____ from _____ to _____. The Project will include (bullet major elements, e.g.):</p> <p>Milling and overlaying from _____ to _____ lanes</p> <p>Includes curb, gutter and _____-foot sidewalk on _____ side(s).</p> <p>Installation of storm sewer at the following location(s) _____</p> <p>Other _____</p> <p>The County awarded the contract for this work to _____, for \$ _____ in the 20__ budget, with construction anticipated to start _____ and end by _____.</p> <p>Please add any additional information that will benefit the traveling public, businesses and residents for the "Overview" of the Project.</p>	
<p><b><u>MAP OF PROJECT AREA</u></b></p> <p>Showing limits of project and impacted areas.</p>	
<p>Neighborhood meeting required Number of Meetings: <u>1</u></p>	<p>Public Works is available to assist PIM on finding a suitable location for public meetings. A request for assistance must be made no later than 3 to 4 weeks prior to the meeting.</p> <p>Location must be near project area and ADA-accessible and approved by the County Project Manager before proceeding.</p>
<p>Responsibilities for mailing notices</p>	<p>Map shows the mailing areas and parcels selected as mailing distribution list (to be submitted).</p> <p>Meeting notifications must be mailed by the PIM at least ten (10) days prior to the community meeting.</p>
<p>Required contingency based on number of mailings</p>	<p>When calculating mailing costs associated with public meeting notices, any required newsletters, door hangers, etc., please provide a 5%-buffer based on the general number of mailings provided by the County. This contingency for mailing may or may not be used by the project and shall constitute a 'net savings' to the project should the contingency not be needed for public outreach.</p>
<p>Approved Traffic Control Plan</p>	<p>Including detour maps, as applicable, in PDF format presentable for web page viewing. Responsibility of Project Engineer 3 weeks prior to public meeting.</p>
<p>Email List –</p>	<p>County will provide initial email list to PIM. PIM to maintain and add as to list as requested.</p>

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**72-Hour Notices (Door Hangers or Fliers) –**

The purpose of the 72-hour notices is to inform residents and businesses of impending work along their street. The PIM will be responsible for keeping records of whom and when an area received 72-hour notices.

The PIM shall be responsible to distribute 72-hour notices to any property owners impacted by a particular phase of the project 72-hours prior to a starting a specific phase of construction.

Where both sub-base/concrete work and milling/overlay are identified as two separate phases of the project, the PIM is required to flier both phases 72-hours prior to construction.

Contractor/County Responsibilities for Delays once 72-hour notices are distributed.

If work is not started in areas where the notice has been given within 72 hours, Contractor will be required to re-notify the areas where the work was not started at the Contractor's cost.

Each communication tool, in both Spanish and English, (i.e., flier, email updates, newsletters, etc.) shall include the following information:

PIM's Name and office phone number, and cell phone number	Email Address
Description of work	Lane restrictions
Detour Map (if applicable)	Anticipated/updated Start and Completion Date
Hours of Operation and work schedule	"Slow for the Cone Zone Message"
Owner Logo County Logo (see Transportation Coordinator for logo)	The following statement: "If problems or concerns arise that the Contractor is not resolving, please contact the Adams County Construction Manager at 720-523-6961."

**Adams County hereby approves the Public Information Plan for the following project:**

**Effective Date:** \_\_\_\_\_

**Adams County Public Works Project Manager**

**Contractor agrees to adhere to this Public Information Plan throughout the duration of the project. If contractor does not adhere to the PIP, contractor understands a work stoppage can be issued for failure to perform.**

\_\_\_\_\_  
(Please sign and date)

The Contractor shall erect construction traffic signs with the dates the Contractor expects to initiate and complete construction and with the Contractor's public information office phone number at each major approach and exit to the project. These signs shall conform to the requirements of Section 630 and shall be

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erected as directed by the Engineer in accordance with the plans. These signs shall be erected at least one week prior to the beginning of construction.

**Subsection 626.02 shall include the following:**

The County Project Manager will monitor the PIM and all public information services. When the Contractor provides acceptable public information services in accordance with these specifications, partial payments for the pay item Public Information Services will be made as the work progresses. These partial payments will be made as follows:

When 5 percent of the original Contract amount is earned, 25 percent of the amount bid for this item will be paid.

When 10 percent of the original Contract amount is earned, 40 percent of the amount bid for this item, less all previous payments, will be paid.

When 25 percent of the original Contract amount is earned, 50 percent of the amount bid for this item, less all previous payments, will be paid.

When 75 percent of the original Contract amount is earned, 75 percent of the amount bid for this item, less all previous payments, will be paid.

When 100 percent of the original Contract amount is earned, 100 percent of the amount bid for this item, less all previous payments, will be paid.

Failure to provide acceptable public information services will result in withholding of progress payment for this item. Continued failure to provide the services required will result in nonpayment of the corresponding percentage of the original bid item and may result in suspension of the work in those areas affected until proper notification is provided by the Contractor.

Payment for **Public Information Services (Lump Sum)** will be full compensation for all, but not limited to; administration, public information office, public meeting notices, communication tools such as fliers, mailers, telephone lines, email lists, distribution to email lists, graphic and communication tool designing, printing, development of communication tools, and staffing of meeting and all other labor and materials required to complete the item, except signs and Public Information Services (Address) costs paid separately. Signs will be measured and paid for in accordance with Section 630.

Payment for **Public Information Services (Address)** shall be considered incidental to the Lump Sum Price for Public Information Services for all door hangers and 72 hour notices prior to construction, regardless of the number of door hangers per each address. This item will not be measured. The County will provide each parcel address to the Contractor for which door hangers are required. For this particular project, it is anticipated to have approximately 15 door hangers.

For the purpose of this Specification, the term "original Contract amount" as used above, shall mean the amount bid for the construction items on this Contract, not including the amounts bid for Public Information Services, Public Information Services (Address) and Mobilization.

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Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Public Information Services	Lump Sum

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**REVISION OF SECTION 627  
PAVEMENT MARKING**

Section 627 of the Standard Specifications is hereby revised for this project as follows:

**Subsection 627. 13 shall include the following:**

Surveying for pavement marking shall be included in the lump sum price for surveying.

No separate payment will be made for temporary striping required for traffic control. Temporary striping shall be considered incidental to the Project.

No separate payment will be made for removal of existing pavement marking. Removal of existing pavement marking shall be considered incidental to the Project.

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**REVISION OF SECTION 629  
SURVEY MONUMENTATION**

Section 629 of the Standard Specifications is hereby revised for this project as follows:

**Subsection 629.09 delete the fourth paragraph and replace with the following:**

Before final payment is made, all survey records shall be completed, bear the seal and signature of the responsible PLS identified in subsection 629.01, and have copies submitted to the Engineer for review prior to being deposited with the county in accordance with Title 38 CRS, Property – Real and Personal, State Board Rules and Policies, MOU, and the CDOT Survey Manual.