ADAMS COUNTY
CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this ______ day of ______, 2018, 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, H&A Concrete Sawing, Inc., located at 7368 E. 83rd Avenue Commerce City Colorado 80022, 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:

Solicitation & Project:
2018 Miscellaneous Concrete and ADA Ramps Program 2018.415

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 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 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 Contractor shall complete all work in 150 calendar days after the notice to proceed.

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 nine hundred forty-four thousand five hundred and twenty eight dollars ($944,528.00).
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:

<table>
<thead>
<tr>
<th>Original Contract Amount ($)</th>
<th>Liquidated Damages per Calendar Day ($)</th>
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<tbody>
<tr>
<td>From More Than</td>
<td>To And Including</td>
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<tr>
<td>0</td>
<td>150,000</td>
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<tr>
<td>150,000</td>
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<td>10,000,000</td>
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<tr>
<td>10,000,000</td>
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</tbody>
</table>

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**

4598419 revised 1/4/17 2018.415 H&A Concrete Sawing
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 Gordon Stevens, who can be reached by phone at 720-523-6965. 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

*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, 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  
Contact: Jeffery Maxwell  
Address: 4430 S. Adams County Parkway  
City, State, Zip: Brighton, Colorado  
Phone: 720.523.6817  
E-mail: jmaxwell@adcogov.org

Department: Adams County Purchasing  
Contact: Jen Tierney Hammer  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6049  
E-mail: jtierney@adcogov.org

Department: Adams County Attorney’s Office  
Address: 4430 South Adams County Parkway
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.

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

ADAMS COUNTY COLORADO
BOARD OF COUNTY COMMISSIONERS

[Signature]
Chair

H&A CONCRETE SAWING INC.

[Signature]
Date

Signature

Printed Name

ATTEST:

Stan Martin, Clerk and Recorder

Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney’s Office

NOTARIZATION OF CONTRACTOR’S SIGNATURE:

COUNTY OF Adams )
STATE OF Colorado )SS.

Signed and sworn to before me this 11 day of June, 2018,

by [Signature]

Notary Public

My commission expires on: 4/4/22
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 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.

CONTRACTOR:

[Company Name]

[Signature]

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

**INVITATION FOR BID (IFB)**

**COVER SHEET**

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<th>IFB Issue Date:</th>
<th>April 9, 2018</th>
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<tbody>
<tr>
<td>IFB Number:</td>
<td>IFB-JTH-2018-415</td>
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<tr>
<td>IFB Title:</td>
<td>2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROGRAM</td>
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<td>IFB Questions Due:</td>
<td>April 16, 2018</td>
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<tr>
<td>IFB Addendum Due:</td>
<td>April 19, 2018</td>
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<tr>
<td>Bid Due Date:</td>
<td>April 25, 2018, 2:00 pm MT</td>
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<tr>
<td>Bid will be received at:</td>
<td>4430 South Adams County Parkway, Front Lobby Brighton, CO 80601</td>
</tr>
<tr>
<td>For additional information please contact:</td>
<td>Jennifer Tierney Hammer Contract Specialist 720-523-6049 <a href="mailto:jtierney@adcogov.org">jtierney@adcogov.org</a></td>
</tr>
<tr>
<td>Email Address:</td>
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<tr>
<td>Documents included in this package:</td>
<td>Invitation for Bids Bidding Procedure Bid Proposal Bid Summary Bid Bond Bid Schedules Project Special Provisions Appendices</td>
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C. Ex. ROW Map With Curb Ramps Replacement Locations (For information only)
D. General Notes
E. Miscellaneous Concrete Tabulation
F. Curb Ramps Tabulation
G. Survey Tabulation Sheet
H. Acceptance Letter – Engineers Certificate, ADA Facility Citification
I. ADA Design And Construction Exception Form
J. Assessment Form – Curb Ramps
K. Summary of Work Completed Towards Transition Plan Implementation
L. Details
SECTION 1

INVITATION FOR BIDS
ADAMS COUNTY, COLORADO
PUBLIC WORKS
INVITATION FOR BIDS

The Adams County Board of Commissioners by and through its Purchasing Agent is accepting bids for:

JTH 2018.415 MISCELLANEOUS CONCRETE AND ADA RAMPS PROGRAM

ADAMS COUNTY PROJECT ID: 30561827
Project Number: IMP 2018-00005

The County anticipates improving and increasing ADA Accessibility by removing the existing ramps and installing new ADA ramps along Broadway Street and Conifer Road between US-36 and W. 88th Avenue and a few curb ramps in the same neighborhood. This project consists of design and construction engineering for new ADA ramps as well as improving damaged and safety related miscellaneous concrete in unincorporated Adams County. The project area maps identify the work areas.

The scope of work for the project shall include, but not be limited to:

- Design/Construction Engineering for new ADA Ramps
- Removal and replacement of miscellaneous concrete as directed by the County
- Provide slab jacking as directed by the County
- Project coordination and schedule
- Provide public neighborhood notification in regards to construction and traffic control
- Provide erosion and sediment control
- As-built records

The selected Bidder shall commence work upon Receipt of Notice to Proceed and fully complete the Project within one hundred and fifty (150) calendar days. Failure to complete the project by this date, or any extended date approved by the County, will result in liquidated damages being assessed.

It is recommended that bidders on this project review the work sites.

The Project has funding limits. If the low bid exceeds the budget allocated, the County will adjust the quantities listed in the Bid Schedule to meet the budget and ensure critical areas are completed in this project. No bid unit price adjustment will be allowed after the bid opening, even if quantities are reduced.

The only representative of the County with the authority to provide additional information, clarification, or interpretation regarding the specifications, and any other contract documents or requirements is the Contract Administrator.

Jennifer Tierney Hammer
Adams County Government Center, Finance Department
4430 S. Adams County Parkway, 4th Floor, Suite C4000A
Brighton, CO 80601
Phone: 720-523-6049
Email: jtierney@adcogov.org

All questions and requests for clarifications must be sent to the Contract Administrator who will route the questions and requests to the appropriate person.
The Bid Documents can be retrieved from the Rocky Mountain E-Purchasing System website at:

Questions must be submitted in writing, via email to: Jennifer Tierney on (or before) April 16, 2018. Send questions to jtierney@adcogov.org. It is imperative that prospective bidders provide correct email addresses of all individuals desiring to be informed of project announcements.

Addendums will be provided by the County’s Contract Administrator and posted on the Rocky Mountain E-Purchasing System, on April 19, 2018.

Responses to Questions will be issued as an Addendum to the Contract.

Sealed bids for this project must be clearly marked with the project name: 2018 Miscellaneous Concrete and ADA Ramps Program. The project name must appear on the outside of the envelope.

Sealed bids will be accepted by the County’s Contract Administrator no later than 2:00 p.m. MT, April 25, 2018, at Adams County Government Center, 4430 South Adams County Parkway, Front Lobby, Brighton, CO 80601.

An opening of the bids will follow immediately thereafter. The bids will be opened publicly and read aloud.

SPECIAL INSTRUCTIONS

Bids may be mailed or delivered in person to the County’s Contract Administrator, but must be in a sealed envelope. No bids will be accepted after the time and date established above, except by written addenda.

Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials, or services.

One (1) Compact Disc (CD) or flash drive and two (2) copies of the Bid Proposal; Bid Summary and associated Bid Schedules; and list of proposed subcontractors identifying responsibilities are required. Single copies of the original Bid Bond will be accepted and, if requested, any brochures or other supportive documents.

The Bid Summary must be signed.

Each Bid Proposal must be accompanied by a Bid Bond (or Certified Check, payable to Adams County) for at least five percent (5%) of the total amount of the Bid.

Whenever addenda are required, they must be acknowledged on the Bid Summary in the appropriate space so designated.

Bid Proposals cannot be withdrawn after the date and hour set for bid opening.

In submitting a Bid Proposal, bidder agrees that acceptance of any or all bids by the County’s Purchasing Agent within a reasonable time or period constitutes a Contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Department.
The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office, or other parcel carriers.

The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.

The County assumes no responsibility for quotations being either opened early or improperly routed if the project name and project number are not clearly marked on the outside of the envelope, as indicated above.

In the event of a situation severe enough to cause the Adams County Board of Commissioners to close an Adams County office for any reason, the County’s Purchasing Agent has the prerogative of moving the bid opening location or rescheduling the bid opening time and date. No bidder will be considered above all other bidders 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 Commissioners to close an Adams County office.

Bids must be furnished on the forms as supplied by Adams County. Failure to bid on the forms provided will be cause for rejection of the bid.

As soon as each Bid Proposal, Bid Summary, Bid Schedules, 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. 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 or approved by the County. After such time their Bid Bond (or Certified Check) will be returned.

A performance bond and surety bond, each in a penal sum equal to the nearest integral One Hundred Dollars in excess of the estimated Contract Price with corporate surety approved by the County, will be requested for faithful performance of the Contract. The Agreement shall be signed by the successful bidder and returned, together with the performance bond and surety bond within ten (10) days after the date of the award.

Bids must be furnished exclusive of taxes.

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

Bidders are invited to be present at the bid opening to make their own tabulation of the bid or to observe the proceedings.

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.
The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to: any bid which does not meet bonding requirements; or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services; or bids from bidders who lack experience or financial responsibility; or bids which are not to form; or to award bids to the lowest and most responsive and responsible bidder; or to require new bids.

Surety companies executing bid and performance bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Colorado.

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.

Only sealed bids received by the Purchasing Department will be accepted; bids submitted by telephone, fax machine, or telegram are not acceptable.

The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

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.

Adams County is an Equal Opportunity Employer.
SECTION 2

BIDDING PROCEDURE
BIDDING PROCEDURE

1. FORM AND STYLE OF BIDS

(A) Bids shall be submitted on the forms provided by the COUNTY. One (1) Compact Disc (CD) or flash drive and two (2) copies of the Bid are required. Single copies of the original Bid Bond will be accepted and, if requested, any brochures or other supportive documents. Photo copies of the Bid documents are acceptable.

(B) All blanks on the Bid Proposal, Bid Summary and associated Bid Schedule shall be filled in by computer printer, typewriter, or manually in black ink.

(C) Where so indicated on the Bid Summary, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written word amount shall govern.

(D) Any interlineations, alteration, or erasure must be initialed by the signer of the bid.

(E) All requested alternates shall be bid, or shall be noted with a NO BID notation.

(F) Each copy of the Bid Summary shall include the legal name of the bidder and a statement whether bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and each copy of the Bid Summary shall be signed by the person or persons legally authorized to bind the bidder to a contract. A bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind bidder.

2. BID SECURITY

(A) If so stipulated in the advertisement or Invitation for Bids, each bid shall be accompanied by a bid security in the required form and amount pledging that the bidder will enter into a contract with the COUNTY on the terms stated in his bid and will, if required, furnish bonds as described hereunder, covering the faithful performance of the Contract and the payment of all obligations arising there under. Should the bidder refuse to enter into such Contract or fail to furnish such bonds, if required, the amount of the bid security shall be forfeited to the COUNTY as liquidated damages, not as penalty.

(B) If a Bid Security or surety bond is required, the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney.

(C) The COUNTY will have the right to retain the bid security of bidders until either:
    1. The Contract has been executed and bonds, if required, have been furnished.
    2. The specified time has elapsed so that bids may be withdrawn.
    3. All bids have been rejected.

3. SUBMISSION OF BIDS

The Contractor shall submit its bid, subject to the following conditions:

(A) All copies of the bid, the bid security, and any other documents required to be submitted with the bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the party receiving the bids and shall be identified with the Project name, the bidder's name and address.

2-1
BIDDING PROCEDURE

(B) Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of bids will be returned unopened.

(C) Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.

(D) Oral, facsimile, telephonic, or telegraphic bids are invalid and will not receive consideration.

(E) No person, firm, or corporation shall make or file more than one bid for the same work unless Alternate bids are called for.

(F) If a completion time is stated in the Bid that is different from the required completion time it will be used in the evaluation of the bid.

4. MODIFICATION OR WITHDRAWAL OF BID

(A) A bid may not be modified, withdrawn, or canceled by the bidder during the stipulated time period following the time and date designated for the receipt of bids, and bidder so agrees in submitting his bid.

(B) Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn by notice to the party receiving bids prior to the time and date designated for receipt of bids. Such notice shall be in writing over the signature of the bidder or may be by telegram; if by telegram, written confirmation over the signature of bidder must have been mailed and postmarked on or before the date and time set for receipt of bids; the telegram shall be so worded as not to reveal the amount of the original bid, but only show the amount of or desired changes.

(C) Withdrawn bids may be resubmitted up to the date and time designated for the receipt of bids provided that they are then fully in conformance with Invitation for Bids.
SECTION 3

BID PROPOSAL
BID PROPOSAL

2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROGRAM

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 2018
Miscellaneous Concrete and ADA Ramps Program 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 office of the County Purchasing Agent.

The County’s Purchasing Agent 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.

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 Contract and Bonds within 10 days after receiving written Notice of 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 in **150 CALENDAR DAYS** from the Receipt of 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 unresponsive if they do not include bids for all of the items listed in the Bid Schedules.

Unless otherwise noted, all bid items are considered complete in place and removal bid quantities include haul and proper material disposal.
SECTION 4

BID SUMMARY
Adams County
Bid Summary
2018 Miscellaneous Concrete and ADA Ramps Program

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<th>TOTAL FROM BID SCHEDULES: $</th>
<th>(Amount in Figures)</th>
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(Written Amount) DOLLARS.

Respectfully Submitted:

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<th>Company Name</th>
<th>Date</th>
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<th>License No. (if applicable)</th>
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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: ____________________________

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ADDENDA NO. Date

ADDENDA NO. Date

ADDENDA NO. Date
SECTION 5

BID BOND
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.
SECTION 6

BID SCHEDULE
SECTION 7

SPECIAL PROVISIONS
ADAMS COUNTY PUBLIC WORKS DEPARTMENT
2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROGRAM
PROJECT ID: 30561827

The project special provisions for the County Improvements for this project shall be the Colorado Department of Transportation (CDOT) 2017 Standard Specifications for Road and Bridge Construction, as modified herein by these Special Provisions; by any modification issued by the County; and the Adams County regulations in effect at the time of bid.

The 2017 Standard Specifications for Road and Bridge Construction will hereafter be referred to as the Standard Specifications. The following Project Special Provisions and Special Provisions take precedence over and revise the Standard Specifications and plans for this project.

PROJECT SPECIAL PROVISIONS

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<td>Utilities</td>
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MISCELLANEOUS PROVISIONS

a) 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.

b) 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.

c) WORKING HOURS

 Unless special arrangements are made with the County Project Manager, working hours shall be 8:00 AM to 4:00 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, two (2) 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.

END OF SECTION REVISION
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's progress schedule shall be a Critical Path Method schedule. The Contractor shall use Microsoft Project to develop and manage the Critical Path Method Schedule. The Contractor shall complete all work in **150 calendar days** after Notice to Proceed.

Salient features to be shown on the Contractor's Project Schedules are:

A. Coordination
B. Project Scheduling
C. Construction Survey
D. Design/Construction Engineering for New ADA Ramps:
   i. Provide Design, Plans, And Details for New ADA Ramps
   ii. Construction Engineering Field Support
   iii. Document Each Ramp Assessment Data per the Contract Requirements
   iv. Provide As-Built Records for Each Ramp per the Contract Requirements
E. Public Information Services
F. Traffic Control Plan Submittal/Approval/Installation/Maintenance for Each Phase
G. Erosion Control Plan
H. Miscellaneous Concrete Improvements
I. Removal and Replacement of Ramps
J. Landscape Restoration
K. Site Restoration
L. Final Punch List
M. Project Closeout

END OF SECTION REVISION

PSP 2
1

WARRANTY

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.

END OF SECTION REVISION
DESIGN/CONSTRUCTION ENGINEERING

DESCRIPTION

This work consists of engineering design, construction engineering support during ramps installation, providing ramp attributes/parameters data and summary of work completed towards the Adams County ADA Transition Plan Implementation documents with As-built Records for installed ADA ramps.

REQUIREMENTS

All construction plans and details for new ramps must be stamped and signed by a Colorado-Licensed Professional Engineer (Contractor’s Engineer). Each ramp shall be separately designed and detailed in compliance with the current version of the Americans with Disabilities Act (ADA) Transition Plan for Public Right-of-Way in Unincorporated Adams County, Colorado (ADCO ADA Transition Plan) and the applicable standards of practice relating to accessibility. ADCO ADA Transition Plan can be found from the Adams County website at: http://www.adcogov.org/ada-transition-plan.

Prior to construction, an ADA Design and Construction Exception Form (see ADCO ADA Transition Plan – Appendix I) shall be completed by the Contractor’s Engineer for each ADA accessible facility shown in the approved construction plans that are perceived to be in non-compliance, or may not satisfy an ADA requirement, or will create an undue burden for conformance with the current version of the ADCO ADA Transition Plan and the applicable standards of practice relating to accessibility. The Contractor’s Engineer shall document each exception and review all pertinent information, designs, details, cost estimates, and alternates as needed with the County in order to obtain County concurrence that each issue warrants exception. An ADA Design and Construction Exception Form will not be accepted without prior consent from the County.

The Contractor’s Engineer shall provide the County Acceptance Letter (Appendix H) that will transmit the Assessment Form - Curb Ramps (Appendix J), Summary of Work Completed Towards Transition Plans Implementation (Appendix K), and ADA Design and Construction Exception Form (Appendix I) for County review and acceptance prior to payment. The Contractor’s Engineer should refer to the ADCO ADA Transition Plan – Appendix E before filling out each Assessment Form.

The Contractor’s Engineer shall sufficiently identify, document and resolve all conflicts between County directions, design decisions, construction materials, construction methods, standards, regulations, references and design criteria for concurrence from the County.

The Contractor’s Engineer shall obtain County approval of all plans and details prior to construction.

In the event the Contractor’s Engineer and the County cannot resolve a compliance issue, the necessary information shall be documented in a letter to the County stamped and signed by the Contractor’s Engineer for each issue, if requested.
The design and construction engineering shall include the following, but not be limited to:

- **Design Survey**

  A field survey shall be conducted by a Colorado Registered Professional Land Surveyor. The survey shall provide adequate topographic data for design and construction of the new ADA ramps identified in Ramps Tabulation and shown on Appendix B – 2018 Ramps Replacement Locations Map.

The scope of work shall include the following, but not be limited to:

1) Obtain signed permission from the property owner(s) in order to enter private properties.
2) Prior to the performance of field surveying for the project, coordinate Utility Locates and geotechnical explorations so that the field location of all known utilities are surveyed.
3) Provide survey sufficient for design of the ADA facilities.
4) At a minimum, survey shall provide the horizontal and vertical information on:
   a. Edges and types of pavement, ramps, curb, gutter, sidewalks and cross-pan.
   b. Pavement markings and existing signage
   c. Flowline and top of curb
   d. Top and bottom of retaining walls with type of walls (if there are any)
   e. Sizes and types of trees and shrubs
   f. Sizes and types of fences
   g. Mailboxes, including size of base accurately shown
   h. Sizes and types of storm drain (inlets and chase)
   i. Manholes to include (as necessary): rim elevation, cover diameter, manhole inside diameter, pipe inverts, pipe diameters, pipe type, azimuth and elevation of top manhole step
   j. Show all existing utilities locations including water, fire hydrant, valve box, sanitary sewer, electric, gas, cable, fiber optic and communication lines
   k. Electrical vaults, boxes and cabinets
   l. Dry utility pedestals and cabinets
   m. Street lights including size of base accurately shown
   n. Traffic signals, junction boxes and pedestrian signals, including sizes of boxes and base accurately shown
   o. Property corners and monuments
   p. Other features that might affect the Project

5) The horizontal and vertical accuracy shall be at 1/10 foot for landscape areas and 1/100 foot for hardscape areas and utilities.
3
DESIGN/CONSTRUCTION ENGINEERING

6) Produce survey on ledger size pages at a legible scale with PLS stamp and signature.
7) Copies of all survey field notes, maps, electronic drawing files, etc., shall be furnished to the County with the final deliverables. (This includes copies of the acknowledgement signed by property private owners indicating they have permitted the surveyor to access the property).
8) Establish at least two (2) temporary (site) control points with elevations based upon the North American Vertical Control Datum -1988 (NAVD88). Locations of temporary site benchmarks shall be at opposite ends of the area and in a location where potential disturbance will be minimal. Unless prior approval is provided by the County, horizontal and vertical control shall be field tied to at least two monument records, or benchmarks on file in the County, or State records. The monument records and benchmarks on file that are nearest the control points established for this project shall be used.
9) Copies of all vesting deeds and subdivision plats used to establish right-of-way shall be furnished to the County.
10) Land corners necessary for the establishment of right-of-way shall be monumented. Colorado Land Survey Monument Records shall be recorded according to Colorado Revised Statutes for land corners and monuments with copies provided to the County. Any section/aliquot corners or reference monuments that are destroyed during construction will be re-established.
11) Map the existing contours at one-foot contour intervals in the vicinity of the project area as directed by the County and provide 0.2 foot minor contours.
12) Existing conditions survey shall be to scale and made available on 11” x 17” and true scale. Survey drawings shall show and call out permanent survey monuments, existing right-of-way, property ownership line, section lines, and section corners with ties to the existing survey monuments, existing drainage way crossing locations, drainage way channels, culverts, utilities, and all necessary information that may be needed for design. Project control, benchmark(s) and any other relevant control referenced, or used shall be described.
13) Survey must be submitted in both PDF and AutoCAD Civil 3D, latest version format.
14) Contractor may provide separate surveys for each intersection or ramp design.
15) The submitted drawing(s) shall include all items displayed in the existing conditions drawing, all externally referenced material, and all CAD information and data used in creation of the existing conditions survey.
16) All documents and data used or created for this project including: drawings, shape files, feature lines, point data, shall be provided to the County.
17) Provide construction staking as needed by the Contractor to ensure compliance after construction.

Design Services

The Contractor’s Engineer shall design all ramps in compliance with the ADA requirements. Refer to the Adams County’s Curb Ramps Details and CDOT’s Curb Ramps Details (M-608-1). Diagonal curb ramps are not preferred on this project unless there are physical or site constraints that prevent directional ramps.

1. The Contractor and its Engineer shall meet with the County weekly on site or in the office as needed, to discuss the designs, alternatives and solutions.
2. Evaluate each alternative design for its economy, technical merit, and overall project impact.
3. Recommend the preferred alternative. The Contractor’s Engineer shall include a budget sufficient to gain County concurrence of the recommended alternatives.
4. Provide the County a preliminary set of plans with ramps for each intersection or individual ramp. Preliminary plans shall contain of rudimentary design with basic layout locations and types of ramps.
DESIGN/CONSTRUCTION ENGINEERING

5. Once the County concurs with the preliminary ramp layout, the Contractor's Engineer shall deliver the necessary details on 11” x 17” PDF.
6. All plans and details shall be clear and legible. If directed, the Contractor's Engineer shall revise the plans and details, including re-drawing at a larger scale.
7. Show all utilities on plans and details, as necessary. All conflicts shall be identified and resolved.
8. Present the design alternatives to the County. The County will have the final authority in selecting the final design.
9. Input, check, and plot survey data
10. Verify the project specific coordinate system to identify the horizontal locations of key points. The coordinate systems used for ramps design and ROW shall be compatible.
11. The plan shall contain a summary of approximate quantities for all pay items. At a minimum, pay items shall include: curb ramps, sidewalks, curbs, gutters and all other pay items to complete the project.
12. Provide engineering support and verification during construction.
13. The plans, details, and as-builts drawings shall be stamped and sealed by the Contractor's Engineer.
14. Submit as-builts drawings to the County for review and acceptance prior to receiving final payment.

Design/Construction Engineering includes Design Survey and Design listed in this section and will be measured and paid by the number of designed and accepted ramps.

BASIS OF PAYMENT

The accepted quantities will be paid for at the contract unit price per unit of measurement for the pay item listed below that appears in the bid schedule.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design/Construction Engineering</td>
<td>Each</td>
</tr>
</tbody>
</table>

Staking and as-built survey for the new ramps construction will be measured and paid for in accordance with Section 625 Construction Survey (LS). Payment will be full compensation for all work necessary to complete the designated pay item in the contract.

END OF SECTION REVISION
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.

After Subsection 101.95, insert these definitions as follows:

ADA: Americans with Disability Act. Refer to the Americans with Disabilities Act as contained and explained in Title 42, Chapter 126 of the United States Code.

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.

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.
REVISION OF SECTION 101
DEFINITIONS AND TERMS

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 Schedules, 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.

Curb Ramp – a short ramp cutting through a curb or built up to it

Department: Adams County.

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

Holidays: Holidays recognized by Adams County are:
- New Year’s Day
- Martin Luther King, Jr. Day
- Presidents’ Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Day after Christmas
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. Examples include roadside ditches, gutters, channels, catch basins, storm drain system (pipes, manholes, culverts, and inlets).

END OF SECTION REVISION
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 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 the bidders to be registered in System for Award Management (SAM), but not have an active exclusion record.

https://www.sam.gov/

END OF SECTION REVISION
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 removed 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 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.

END OF SECTION REVISION
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.

- The Contractor shall contact the County Traffic Section one week prior to the need to remove and reset the existing traffic signs in the limits of construction. The County will remove and reset those existing traffic signs.

- As there are multiple schools in this area, the contractor shall coordinate with the individual schools to minimize the impact to the vehicular and pedestrian traffic.

- The Contractor shall coordinate with RTD when the working area is within the bus stops.

END OF SECTION REVISION
REVISION OF SECTION 105
COOPERATION BETWEEN CONTRACTORS

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

Subsection 105.11 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.

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.

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.

END OF SECTION REVISION

PSP 14
Section 105 of the Standard Specifications is hereby revised for this project as follows:

Subsection 105.05, 105.06, 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.

END OF SECTION REVISION
Section 106 of the Standard Specifications is hereby revised for this project as follows:

In subsection 106.03 delete the fifth paragraph and replace with the following:

The County will determine sampling locations. The Contractor shall take samples in the presence of the County. The County and Contractor may retain a split of each sample. 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.

END OF SECTION REVISION
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.

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.

**Subsection 107.12 shall include the following:**

The Contractor shall limit the work operations to the public right-of-way, permanent utility easements, and temporary construction easements, as applicable.

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.

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.

In 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.

END OF SECTION REVISION
Section 107 of the Standard Specifications are hereby revised for this project as follows:

Subsection 107.25 (b) 6 shall include the following:
The Contractor shall follow the CDOT’s Standard Special Provisions of Revision of Sections 107 and 208 Water Quality Control Under One Acre of Disturbance for all other construction activities not required to obtain a CDPS permit. An Erosion Control Supervisor (ECS) will not be included in the basis of payment in section 208.03 (c) for areas less than one acre. It shall be the responsibility of the Contractor to perform the duties of the ECS.

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.

In subsection 107.25 (b) 14, delete the last sentence and replace with the following:
These chemicals shall not be used, stored, or stockpiled within 50 horizontal feet of any state waters or as directed by the Engineer.

In subsection 107.25 (b) (16), delete the first sentence and replace with the following:
Fuels, lubricants, and other petroleum distillates shall not be stored adjacent to concentrated flow areas or bodies of water and shall be protected with appropriate BMPs. These materials shall not be stored or stockpiled within 50 horizontal feet of any state waters or as directed by the engineer.

END OF SECTION REVISION
REVISION OF SECTION 108
LIMITATIONS OF OPERATIONS

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

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.

END OF SECTION REVISION
Section 108 of the Standard Specifications is hereby revised for this project as follows:

**Subsection 108.03 shall include the following:**

108.03.01 **General**

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.

**END OF SECTION REVISION**
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.

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

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

Subsections 202.01 and 202.02 shall be revised to include the following:

Removal of Concrete (Special) - shall include removal of sidewalks, driveway approaches, monolithic curb, gutter, concrete pavements, cross pans (gutters), and concrete ramps to the required depth and acceptance.

The actual locations will be marked by the County Inspector prior to construction.

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

The sawing of concrete and asphalt pavements shall be done carefully and all concrete or asphalt pavements 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 removed materials shall become the property of the Contractor unless the County deemed otherwise.

Subsections 202.11 and 202.12 shall be revised to include the following:

Removal of Concrete (Special) will be measured in square yard, completed and accepted.

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 2-feet away from the lip of the gutter pan with a pavement cutting saw or other method, as approved by the County.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Removal of Concrete (Special)</td>
<td>Square Yard</td>
</tr>
</tbody>
</table>

END OF SECTION REVISION
REVISION OF SECTION 210
RESET STRUCTURES

Section 210 of the Standard Specifications is hereby revised for this project to include the following:

Subsection 210.10 shall be amended to include the following:
The Contractor shall adjust and modify top slab of concrete at applicable inlets to final grade of the sidewalk paved surface to match adjacent sidewalk surfaces.

The Contractor shall perform all work according to currently applicable Adams County standards and specifications of Inlet Box Types 13 & 16.

Subsection 210.12 shall be amended to include the following:
Embankment material or excavation required for modifying or adjusting structures will not be measured or paid for separately but will be considered incidental to the item related to the structure being modified or adjusted.

Modifying inlet structures shall include all work necessary to set inlets at the proposed grade, and shall include sawing concrete, removals, frame, new frames and cover, reinforced steel, curb and gutter transition section at each end of inlet plus sidewalk sections where required behind inlet structure and transition sections. vacuum sealing, hardware, and all other work necessary to complete the modify or adjust item.

Subsection 210.13 will be amended to include the following:

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modify Inlet</td>
<td>Each</td>
</tr>
</tbody>
</table>

END OF SECTION REVISION
Section 211 of the Standard Specifications is hereby added for this project as follows:

**DESCRIPTION**

211.01 The work of this section consists of controlling groundwater, site drainage, and storm flows during construction. Contractor is cautioned that the work might involve construction in and around drainage channels, local rivers, and areas of local drainage. These areas might be subject to frequent periodic inundation. The Contractor shall provide proper water control and dewatering to complete all work in dry conditions. The Contractor shall submit a water control and dewatering plan to the County for review and approval prior to construction.

**MATERIALS**

211.02 On-site materials may be used within the limits of construction to construct temporary dams and berms. Materials such as plastic sheeting, sand bags, and storm sewer pipe may also be used if desired by Contractor.

**CONSTRUCTION REQUIREMENTS**

211.03 General. For all excavation, Contractor shall provide suitable equipment and labor to remove water, and shall keep the excavation dewatered so that construction can be carried on under dewatered conditions. Water control shall be accomplished such that no damage is done to adjacent channel banks or structures. Contractor is responsible for investigating and becoming familiar with all site conditions that may affect the work including surface water, potential flooding conditions, level of groundwater and the time of year the work is to be done. All excavations made as part of dewatering operations shall be backfilled with the same type material as was removed and compacted to ninety five percent (95%) of Maximum Standard Proctor Density (ASTM D698) except where replacement by other materials and/or methods is required.

Contractor shall conduct operations in such a manner that storm or other waters may proceed uninterrupted along their existing drainage courses. By submitting a bid, Contractor acknowledges that Contractor has investigated the risk arising from such waters and has prepared his bid accordingly, and assumes all of said risk.

At no time during construction shall Contractor affect existing surface or subsurface drainage patterns of adjacent property. Any damage to adjacent property resulting from Contractor's alteration of surface or subsurface drainage patterns shall be repaired by Contractor at no additional cost to the County.

Contractor shall remove all temporary water control facilities when they are no longer needed or at the completion of the Project.

Pumps and generators used for dewatering and water control shall be quiet equipment enclosed in sound deadening devices.
REVISION OF SECTION 211
WATER CONTROL AND DEWATERING

211.04 Surface Water Control. Surface water control generally falls into the following categories:

1. Normal low flows along the channel
2. Storm/flood flows along the channel
3. Flows from existing storm drain pipelines; and
4. Local surface inflows not conveyed by pipelines

Contractor shall coordinate, evaluate, design, construct, and maintain temporary water conveyance systems. These systems shall not worsen flooding, alter major flow paths, or worsen flow characteristics during construction. Contractor is responsible to ensure that any such worsening of flooding does not occur. Contractor is solely responsible for determining the methods and adequacy of water control measures.

At a minimum, Contractor shall be responsible for diverting the quantity of surface flow around the construction area so that the excavations will remain free of surface water for the time it takes to install these materials, and the time required for curing of any concrete or grout. Contractor is cautioned that the minimum quantity of water to be diverted is for erosion control and construction purposes and not for general protection of the construction site. It shall be the Contractor’s responsibility to determine the quantity of water which shall be diverted to protect the work from damage caused by storm water.

Contractor shall, at all times, maintain a flow path for all channels. Temporary structures such as berms, sandbags, pipeline diversions, etc., may be permitted for the control of channel flow, as long as such measures are not a major obstruction to flood flows, do not worsen flooding, or alter historic flow routes.

211.05 Groundwater Control.
Contractor shall install adequate measures to maintain the level of groundwater below the foundation subgrade elevation and maintain sufficient bearing capacity for all structures, pipelines, earthwork, and rock work. Such measures may include, but are not limited to, installation of perimeter subdrains, pumping from drilled holes or by pumping from sumps excavated below the subgrade elevation. Dewatering from within the foundation excavations shall not be allowed. The foundation bearing surfaces are to be kept dewatered and stable until the structures or other types of work are complete and backfilled. Disturbance of foundation subgrade by the Contractor operations shall not be considered as originally unsuitable foundation subgrade and shall be repaired at the Contractor’s expense. Any temporary dewatering trenches or well points shall be restored following dewatering operations to reduce permeability in those areas as approved by County.

Any groundwater shall not leave the construction site and shall be handled in accordance with CDPHE’s low risk discharge guidance policy.

METHOD OF MEASUREMENT

211.06 No separate measurement will be made for water control and dewatering. It will not be measured and paid for separately, but included in the work.

END OF SECTION REVISION
REVISION OF SECTION 212
LANDSCAPE RESTORATION

Section 212 of the Standard Specifications is hereby revised for this project as follows:

Subsection 212.01 shall include the following:

Landscape Restoration consists of removal of the existing landscape rocks, sod, sprinkler system, reset sprinkler system and replace sod, landscape rocks, or road base between paved area and unpaved area for tie-in purpose.

Subsection 212.02 shall include the following:

The Contractor shall minimize disturbed landscape area and limit disturbed landscape to a maximum of 2-feet from sidewalk, curb, concrete channel, and pavement, or directed by the County.

Subsection 212.07 shall include the following:

The quantities of Landscape Restoration will be measured and paid for on a lump sum basis. The quantities of removal and reset sprinkler system, sod, landscape rocks and road base will not be measured and paid for separately but will be included in the Landscape Restoration.

Subsection 212.08 shall include the following:

Pay Pay Unit
Landscape Restoration Lump Sum

Excavation and backfill will not be paid for separately but shall be included in the work.

END OF SECTION REVISION
REVISION OF SECTION 304
AGGREGATE BASE COURSE

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

Subsection 304.01 shall include the following:

Aggregate Base Course (Class 6) shall be used as a replacement for unsuitable subgrade material but only as directed by the County.

Recycled materials will not be allowed when used as a finished surface. Reclaimed concrete will not be allowed.

Subsections 304.02 shall include the following:

The Aggregate Base Course (Class 6) must meet the gradation requirements and have a resistance value of at least 78 when tested by the Hveem Stabilometer method.

Subsections 304.07 and 304.08 shall include the following:

Aggregate base course will be measured by the ton. The accepted quantity of Aggregate Base Course (Class 6) will be paid for the contract price bid per ton.

No allowance shall be made for shrinkage, swell, or subsidence due to compaction of the existing ground or any other losses.

The Contractor should be aware that the plan quantities are based upon an application rate (in-place density) of 133 lbs. / cu. ft. The Contractor’s unit bid price shall account for differing application rates or in-place densities for the materials that the Contractor intends to furnish to the project as no quantity adjustments will be made for differing application rates or densities. The Contractor shall collect weight tickets when the material is delivered to the project site. The County will verify placed quantities by the scale ticket on each load when it is delivered to the project site. The scale tickets shall be available on site for County personnel to inspect.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate Base Course (Class 6)</td>
<td>Ton</td>
</tr>
</tbody>
</table>

Excavation and fine grading required to attain subgrade for driveways, sidewalks, curb, gutter, and curb ramps, pavements, or where Aggregate Base Course (Class 6) will be installed shall not be measured and paid for separately but shall be considered incidental to the bid item for Aggregate Base Course (Class 6).

Mechanical placement of material shall be included in the cost of the aggregate base course.

Recycled concrete aggregate base course will not be allowed to be used for any type of surface road including private driveways.

END OF SECTION REVISION
Section 403 of the Standard Specifications is hereby revised for this project as follows:

Subsection 403.01 shall include the following:

All asphalt patching shall match the depth of existing pavement plus one inch or shall match the existing depths.

Section 403.02 shall include the following:

The design mixes for hot mixes asphalt shall conform to the following:

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Value For Grading</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Voids, percent at: N (design)</td>
<td>CPL 5115</td>
<td>Patching S (75)</td>
</tr>
<tr>
<td>Lab Compaction (Revolutions): N (design)</td>
<td>CPL 5115</td>
<td>3.5 – 4.5</td>
</tr>
<tr>
<td>Stability, minimum</td>
<td>CPL 5106</td>
<td>75</td>
</tr>
<tr>
<td>Aggregate Retained on the 4.75 mm (No. 4) Sieve with at least 2 Mechanically Induced fractured faces, % minimum</td>
<td>CP 45</td>
<td>60</td>
</tr>
<tr>
<td>Accelerated Moisture Susceptibility Tensile Strength Ratio (Lottman), minimum</td>
<td>CPL 5109 Method B</td>
<td>80</td>
</tr>
<tr>
<td>Minimum Dry Split Tensile Strength, kPa (psi)</td>
<td>CPL 5109 Method B</td>
<td>205 (30)</td>
</tr>
<tr>
<td>Grade of Asphalt Cement, Top Layer</td>
<td>PG 64-22</td>
<td></td>
</tr>
<tr>
<td>Grade of Asphalt Cement, Layers below Top</td>
<td>PG 64-22</td>
<td></td>
</tr>
<tr>
<td>Voids in the Mineral Aggregate (VMA) % minimum</td>
<td>CP 48</td>
<td>See Table 403-2</td>
</tr>
<tr>
<td>Voids Filled with Asphalt (VFA), %</td>
<td>AI MS-2</td>
<td>65-75</td>
</tr>
<tr>
<td>Dust to Asphalt Ratio</td>
<td>CP 50</td>
<td>0.6 – 1.2</td>
</tr>
<tr>
<td>Fine Gradation</td>
<td></td>
<td>0.8 – 1.6</td>
</tr>
<tr>
<td>Coarse Gradation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: AI MS-2 = Asphalt Institute Manual Series 2
Note: The current version of CPL 5115 is available from the Region Materials Engineer.
Note: Mixes with gradations having less than 40% passing the 4.75 mm (No. 4) sieve shall be approached with caution because of constructability problems.
Note: Gradations for mixes with a nominal maximum aggregate size of 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 ¾ inch or smaller are considered a coarse gradation if they pass below the maximum density line at the #8 screen.
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.

Table 403-2

<table>
<thead>
<tr>
<th>Nominal Maximum Size*, mm (inches)</th>
<th><strong>Design Air Voids</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3.5%</td>
</tr>
<tr>
<td>37.5 (1½)</td>
<td>11.6</td>
</tr>
<tr>
<td>25.0 (1)</td>
<td>12.6</td>
</tr>
<tr>
<td>19.0 (¾)</td>
<td>13.6</td>
</tr>
<tr>
<td>12.5 (½)</td>
<td>14.6</td>
</tr>
<tr>
<td>9.5 (¼)</td>
<td>15.6</td>
</tr>
</tbody>
</table>

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

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

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

A minimum of 1 percent hydrated lime by weight of the combined aggregate shall be added to the aggregate for all hot mix asphalt.

Acceptance samples shall be taken per CP-41.

Payment will be made under:

** Pay Item ** Pay Unit
Hot Mix Asphalt (Patching) (Asphalt) Ton

Asphalt cement used in Hot Mix Asphalt (Patching) will not be measured and paid for separately, but shall be included in the work.

END OF SECTION REVISION
Section 403 of the Standard Specifications is hereby revised for this project as follows:

**Subsection 403.05 shall include the following:**

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 submitted both electronically and hard copy formats which contain the previous day's signed tickets and the following:

1. On each envelope: Project number, 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.

**END OF SECTION REVISION**

PSP 31
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 (Patching) (Asphalt).

END OF SECTION REVISION
Section 412 of the Standard Specifications is hereby revised as follows:

Subsection 412.01 shall include concrete pavement patching. The work has been identified in the 2018 Misc. Concrete Tabulation.

Subsection 412.03 shall be deleted and replaced the following:

Concrete for aprons shall be Class B or D, and meet the requirements of Section 601.

Concrete shall be mixed with fiber mesh reinforcing strands (or approved equal), at the rate of 3.5 pounds per cubic yard.

The concrete patching on E. 120th Avenue shall be fast track concrete pavement, which shall confirm to the requirements for Class E concrete. The thickness of existing concrete pavement on E. 120th Avenue is 10 3/4 - inch. Concrete Patching thickness on E. 120th Avenue shall match the existing thickness.

Concrete Pavement (8-inch) (Fast Track) - This work includes construction of concrete aprons associated with curb returns. This work also includes concrete pavements in the business accesses and Gutter Type 2 in the intersections of the streets. This bid item shall only be used as directed by the County.

Subsection 412.13 shall include the following:

Dowel bars and tie bars for replaced concrete pavement shall be placed in accordance with Standard Plan M-412-1 unless otherwise directed by the Engineer. To anchor dowel bars and tie bars, holes shall be drilled into the sawed face of the existing slab, perpendicular to the joints. All alignments shall be measured and verified prior to the placement of concrete. Dowel baskets shall be used for joints in repair areas that exceed more than one panel replacement.

Compressed air shall be used to remove dirt and debris from all drilled holes. After cleaning and prior to bar insertion, epoxy grout shall be discharged to the back of the hole to force the grout forward. Sufficient epoxy grout shall be injected into the back of the hole in order to cover the bar over the entire length of embedment. Each bar shall be twisted a minimum of one full turn during insertion.

In subsection 412.23, first paragraph, delete the first sentence and replace it with the following:

Concrete Pavement (Patching)(Special) and Concrete Pavement (Patching) shall be used as directed by the County. The unit price for these items shall include but not be limited to: excavation and backfill, 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. Concrete Pavement (Patching)(Special) is for work on E. 120th Avenue and will be measured and paid for by square yard completed and accepted. Concrete Pavement (Patching) is for work on sidewalk repair and will be measured and paid for by square yard completed and accepted.

Concrete Pavement (8-inch) (Fast Track) shall be used as directed by the County. The unit price for these items shall include but is not limited to: 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. Concrete Pavement (Patching) is for work on sidewalk repair and will be measured and paid for by square yard completed and accepted.

Concrete Pavement (8-inch) (Fast Track) shall be used as directed by the County. The unit price for these items shall include but is not limited to: 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.

In Subsection 412.24 delete the fourth paragraph after the list of pay item and replace it with the following:
2

REVISION OF SECTION 412

PORTLAND CEMENT CONCRETE PAVEMENT

Reinforcing Steel including welded wire mesh will not be measured and paid for separately but shall be considered incidental to all bid items of included on the bid schedule for concrete pavement.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Pavement (Patching)(Special)</td>
<td>Square Yard</td>
</tr>
<tr>
<td>Concrete Pavement (Patching)</td>
<td>Square Yard</td>
</tr>
<tr>
<td>Concrete Pavement (8-inch) (Fast Track)</td>
<td>Square Yard</td>
</tr>
</tbody>
</table>

END OF SECTION REVISION
1

REVISION OF SECTION 412
POLYURETHANE SLAB JACKING

Section 412 of the Standard Specifications is hereby revised for this project as follows;

Subsection 412.01 shall include the following:

This work includes raising concrete roadway slabs and monolithic curb, gutter, and sidewalks.

Subsection 412.02 shall include the following:

The material used for raising concrete slabs shall be water blown two-component urethane polymer system conforming to the following free rise properties:

<table>
<thead>
<tr>
<th>Property</th>
<th>ASTM Test Method</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Density, lbs/ft³ minimum</td>
<td>D1622</td>
<td>3.6 - 4.2</td>
</tr>
<tr>
<td>Compressive Strength, psi minimum</td>
<td>D1621</td>
<td>50</td>
</tr>
</tbody>
</table>

The polyurethane material shall reach 90 percent of full compressive strength within 15 minutes from injection.

The Contractor shall supply Certified Test Results to the Engineer on the above ASTM Test Methods for each lot used prior to placement on the project. Lots not meeting these requirements shall not be used on the project and shall be replaced and re-tested at the Contractor’s expense.

Add subsection 412.041 immediately following subsection 412.04 as follows:

412.041 Slab Jacking. Slabs shall be raised and supported in accordance with the following:

(1) **Contractor experience.** The Contractor shall have a minimum of three years of experience in using high density polyurethane material to raise concrete slabs.

(2) **Equipment.** The Contractor shall provide all necessary equipment to perform the work including, but not limited to the following:
   1. A pneumatic drill and an electric drill capable of drilling 5/8 inch diameter holes. A truck-mounted pumping unit capable of injecting the high density polyurethane formulation between the concrete pavement and the subbase and capable of controlling the rate of rise of the pavement.
   2. A laser leveling unit and 10 inch straight edge to ensure that the concrete is raised to an even plane and to the required elevations.

(3) **Construction Requirements.**

**Drilling.** A series of 5/8 inch holes shall be drilled at a maximum of 8 foot intervals through the concrete. The exact location and spacing of the holes shall be determined by the Contractor. The drilled holes shall not crack the slabs.
Injecting. The high density polyurethane formulation shall then be injected into the drilled holes to raise the slab to the required elevations. The Contractor shall construct cofferdams or other temporary structures to ensure that excessive material does not escape. The amount of rise shall be controlled by regulating the rate of injection of the high density polyurethane material. When the nozzle is removed from the hole, all excessive polyurethane material shall be removed from the area and the hole sealed with a nonexpansive cementitious grout full depth of the concrete section raised as approved by the Engineer.

Sealing. All saw cut locations shall be sealed with an approved sealant to the manufacturer’s specifications. 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 polyurethane material.

All pavement blowouts, excessive pavement lifting which may result from the process or new cracks that form within 45 days of placement shall be repaired or replaced at the Contractor’s expense.

Subsection 412.23 shall include the following:

Polyurethane Slab Jacking will be measured by the pound of injected polyurethane material.

Subsection 412.24 shall include the following:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Polyurethane Slab Jacking</td>
<td>Pound</td>
</tr>
</tbody>
</table>

Payment will be full compensation for all work and materials necessary to bring the slabs to grade. All sampling and testing will not be measured and paid for separately, but shall be included in the work.

Non-expansive cementitious grout will not be measured and paid for separately, but shall be included in the work.

Sealant will not be measured and paid for separately, but shall be included in the work.

END OF SECTION REVISION
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.

END OF SECTION REVISION
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 & 609.02 shall include the following:

Concrete for sidewalks, driveway cuts, ramps, curb, and gutter shall be Class B or D and meet the requirements of Section 601. Concrete shall be mixed with fiber mesh reinforcing strands (or approved equal), at the rate of 3.5 pounds per cubic yard.

The thickness of sidewalk shall be six inches in depth.

The locations of sidewalk drains shall be as recommended by the Contractor’s Engineer, whereby the County may require revision, or approve. The width of sidewalk drain shall match the existing width. Refer to Appendix L DETAILS – Sidewalk Chase for criteria and details.

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 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.

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 #4 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 #4 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 306 contained herein. No additional payment shall be made for the proof-roll but shall be included in the work.

Delete the first sentence in item (e) and replace it 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
- Between new concrete and existing masonry buildings
- As directed by the Project Manager
- Between new and existing concrete
Subsections 608.05, 608.06, 609.06, and 609.07 shall be revised to include the following:

Sawing concrete will not be measured and paid for separately but shall be considered incidental to the work.

All concrete ramps will be measured and paid for Concrete Curb Ramp (Special) 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.

Concrete sidewalks, gutters, mountable and vertical combination curb, gutter, and sidewalks will be measured and paid by the square yard of finished surface. Sidewalk drain will be measured and paid by the number constructed and accepted.

Bed course material less than 12-inch depth will not be measured and paid for separately but shall be considered incidental to bid items that required bed course material.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Curb Ramp (Special)</td>
<td>Square Yard</td>
</tr>
<tr>
<td>Concrete Sidewalk (6 inch)</td>
<td>Square Yard</td>
</tr>
<tr>
<td>Curb and Gutter Type 2 (Section II-B)</td>
<td>Linear Foot</td>
</tr>
<tr>
<td>Curb, Gutter, &amp; Sidewalk Type 2 (Monolithic)(Sec. II-B)</td>
<td>Square Yard</td>
</tr>
<tr>
<td>Curb, Gutter, &amp; Sidewalk Type 2 (Monolithic)(Sec. MS)</td>
<td>Square Yard</td>
</tr>
<tr>
<td>Sidewalk Drain</td>
<td>Each</td>
</tr>
</tbody>
</table>

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.

END OF SECTION REVISION
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 work for the entire project. All survey work shall be performed under the direction, or supervision, of a Professional Land Surveyor licensed in the State of Colorado.

The survey work will also consist of but is not limited to:

1. Construction surveying
2. Calculations
3. Layout and staking necessary for the construction of all elements of the project
4. Re-establishing property pins
5. Establishing property pins and lines for resetting of fences
6. Resetting aliquot corners
7. Staking ramps per the approved construction plans
8. Provide As-built data for the new ADA ramps installed with this project
9. As-built data shall be sufficient for evaluating and certifying those new curb ramps if they are in compliance with the ADA requirements.

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.

The Contractor shall stake the proposed centerline and edges of pavement per the plans. The Contractor shall establish the project horizontal and vertical control.

Existing striping shall be located so as to be able to recreate the final pavement markings for the project.

Subsection 625.04 shall be revised as follows:

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 constructing the project in accordance with the lines and grades presented on the drawings will not be measured; and is paid for on a lump sum basis. Payment shall also include: performing and providing survey topography for partial and full reconstruction on those ramps and roads without the horizontal and vertical design plans (bluetopping); locating and re-establishing property pins; resetting any monuments; re-establishing pavement marking; and re-establishing property corner or reference marks in lump sum.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Surveying</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>
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 erosions 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:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>

END OF SECTION REVISION
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) and the County Construction Manager.

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 Core County Team. The Core County Team will 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 Core County Team.
  c) The PIM shall be responsible for mailing, notifying those affected property owners. The affected parcel maps have been attached in this contract document.
- 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 Core County Team at other than normal working hours.
- The PIM shall maintain communications with the Core County Team, other county staff as requested, businesses and individual residents, 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 during construction to resolve the inquiry. The PIM shall provide the Core County Team an updated logbook by Thursday noon on a weekly basis.
REVISION OF SECTION 626
PUBLIC INFORMATION SERVICES

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 Core County Team, the PIM is required to immediately send this message to the Core County Team 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.

Project Designated Public Information Manager Information:

<table>
<thead>
<tr>
<th>Public Information Manager (PIM):</th>
<th>Please Print Clearly</th>
<th>Required:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PIM Project Office Number:</td>
<td></td>
<td>☒</td>
</tr>
<tr>
<td>PIM Cell Phone Number:</td>
<td></td>
<td>☒</td>
</tr>
<tr>
<td>PIM Texting Number:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PIM Other Number:</td>
<td></td>
<td>☒</td>
</tr>
<tr>
<td>PIM Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PIM Email Address:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

***If any of the above PIM information changes for the project, Adams County must be notified immediately.***
The Contractor shall provide the information in the Public Information Services Plan as follows:

### PROJECT OVERVIEW

This overview will be posted on county’s website throughout the duration of the project. Please include descriptions of multiple phases. Please fill in and expand message for citizens and business:

- Adams County will be improving ____________ from _____ to ________. The Project will include (bullet major elements, e.g.,):
  - Milling and overlaying from _____ to ____ lanes
  - Includes curb, gutter and ____-foot sidewalk on ___ side(s).
  - Installation of storm sewer at the following location(s) _______
  - Other

The County awarded the contract for this work to _____________, for $_________ in the 20__ budget, with construction anticipated to start ________ and end by ___________.

Please add any additional information that will benefit the traveling public, businesses and residents for the “Overview” of the Project.

### MAP OF PROJECT AREA

Showing limits of project and impacted areas.

<table>
<thead>
<tr>
<th>Neighborhood meeting required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Meetings: 1</td>
</tr>
<tr>
<td>Core County Team 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. Location must be near project area and ADA-accessible and approved by the Core County Team before proceeding.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Responsibilities for mailing notices</th>
</tr>
</thead>
<tbody>
<tr>
<td>Map shows the mailing areas and parcels selected as mailing distribution list (to be submitted). Meeting notifications must be mailed by the PIM at least seven (7) days prior to the community meeting.</td>
</tr>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Required contingency based on number of mailings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Including detour maps, as applicable, in PDF format presentable for web page viewing. Responsibility of Project Engineer 3 weeks prior to public meeting.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Approved Traffic Control Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>County will provide initial email list to PIM. PIM to maintain and add to list as requested.</td>
</tr>
</tbody>
</table>

PSP 44
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:

<table>
<thead>
<tr>
<th>PIM’s Name and office phone number, and cell phone number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of work</td>
<td>Lane restrictions</td>
</tr>
<tr>
<td>Detour Map (if applicable)</td>
<td>Anticipated/updated Start and Completion Date</td>
</tr>
<tr>
<td>Hours of Operation and work schedule</td>
<td>“Slow for the Cone Zone Message”</td>
</tr>
<tr>
<td>Owner Logo</td>
<td>The following statement:</td>
</tr>
<tr>
<td>County Logo (see Transportation Coordinator for logo)</td>
<td>“If problems or concerns arise that the Contractor is not resolving, please contact the Adams County Construction Manager at 720-523-6961.”</td>
</tr>
</tbody>
</table>

Adams County hereby approves the Public Information Plan for the following project:

Effective Date: ______________________

Adams County Project Manager

Adams County Construction 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)
5

REVISION OF SECTION 626
PUBLIC INFORMATION SERVICES

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 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) will be paid for by each address and considered full compensation for all door hangers and 72 hour notices prior to construction, regardless of the number of door hangers per each address. This item will be measured and paid for by each parcel address provided to the 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.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Information Services</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Public Information Services (Address)</td>
<td>Each</td>
</tr>
</tbody>
</table>

END OF SECTION REVISION

PSP 46
REVISION OF SECTION 630
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-lane traffic shall be maintained at all times to accommodate two directions of traffic; one left turn lane shall be provided at all intersection at all times. Lane width shall be at a minimum of 12-ft, unless approved by the Engineer.

The Contractor shall submit construction sequencing, traffic sequencing proposal, and methods of construction to the Engineer for approval.

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

Section 630 of the Standard Specifications is hereby revised as follows:

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, on how they plan to disseminate information about the approved Traffic Control Plan.

END OF SECTION REVISION
REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL

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

Subsection 630.01 shall include the following:

The Contractor shall submit a traffic control plan to the County for review and approval prior to construction. The plan shall address all phases of construction.

The Contractor shall 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. Detours, street closures, and driveway closures which are required for the protection of the traveling public during construction of this project are included within the scope of traffic control and shall not be paid for separately. It shall be the Contractor's responsibility to maintain roadway traffic safety, adequately, and continuously on all portions of existing roads and cross roads affected by this work. The Contractor shall maintain that portion of the existing roadway being used to carry traffic so that traffic may readily pass over it, including provisions of any requiring temporary pavement markings. Placement and removal of temporary striping shall not be paid for separately but shall be included in the work for Traffic Control.

If it becomes necessary to properly move traffic through the construction area, flaggers shall be posted to slow down and reroute traffic. Flaggers are required when workers or equipment intermittently block a traffic lane. Flaggers shall be wearing safety vests and hard hat and shall be equipped with a sign paddles.

The Contractor shall notify all private property owners prior to starting any construction that will interfere with access to private driveways in accordance with the requirements in Section 626 Public Information Services. The notification shall include the dates that the driveways will be inaccessible. Copies of the notification shall be provided to the County.

The Contractor shall be responsible for providing temporary access to all businesses where access is temporarily closed during construction. Temporary access plans shall be prepared by the Contractor and shall be submitted to the Business Owners and the County for review and approval prior to starting construction on temporary access. The Contractor shall notify all Business Owners prior to starting construction of temporary access in accordance with the requirements in Section 626 Public Information Services. The notification shall include the dates that the permanent access will be inaccessible. Copies of the notification shall be provided to the County.

The Contractor shall notify all emergency agencies such as police and fire departments. It shall be the responsibility of the Contractor to comply with all applicable regulations and requirements established by these agencies. The Contractor shall be liable for any damages that may result from failure to do so. All streets outside of the construction area shall be kept open at all times.

Additional traffic control may be required by Adams County. Night closures will require approval from the Adams County Traffic Section.

PSP 48
The Contractor shall provide and install a durable construction traffic sign with contact information and a telephone “hotline” for residents living in those areas where work is to take place. The sign shall identify the Contractor’s name and a phone number of the Contractor so residents can contact the Contractor directly. The Contractor shall respond to questions and concerns within 24 hours of any contact. The Contractor shall keep a log of all correspondence with the public and shall keep the County informed of all calls.

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. For this project the Traffic Control Management will not be measured and paid for separately but shall be included in Traffic Control in a lump sum basis.

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

Subsections 630.14 and 630.15 shall include the following:

The bid items listed below that are anticipated to be used on this project and in accordance with CDOT S-630-1 standards. All items associated with traffic control shall be paid under a lump sum basis.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Control</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>

END OF SECTION REVISION
Section 705 of the Standard Specifications is hereby revised as follows:

Subsection 705.01 shall include the following:

Joint materials: Joint materials shall conform to AASHTO specifications according to type as follows:

- Concrete joint sealer, hot-poured elastic M 301
- Preformed expansion joint fillers (bituminous type) M 213
- Preformed sponge rubber and cork expansion joint fillers M 153
- Preformed expansion joint fillers – nonextruding and resilient bituminous M 33

END OF SECTION REVISION
FORCE ACCOUNT ITEMS
DESCRIPTION

This special provision contains the County estimates 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.

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.

<table>
<thead>
<tr>
<th>Force Account Item</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>F/A Minor Contract Revisions*</td>
<td>F.A.</td>
<td>$60,000.00</td>
</tr>
</tbody>
</table>

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

END OF SECTION REVISION
1

UTILITIES

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 utility lines marked by member companies. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavation or grading. The Contractor shall be responsible for all coordination with the utility companies necessary for completion of the project. The Contractor shall work with the appropriate utility companies in verifying locations and scheduling relocations, if required, by the utility companies.

The Contractor shall notify all utility companies or privately owned organizations that may have installations in the area where work is to be performed and solicit their aid in locating utilities including, but not limited to, water, gas or other fuel, electrical, cable TV and telephone or other communication installations. All utilities encountered must be kept in operation by the Contractor and must be protected and/or repaired at the Contractor's expense.

All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the work, unless otherwise indicated.
SECTION 7 (CONTINUED)
STANDARD SPECIAL PROVISIONS
## STANDARD SPECIAL PROVISIONS

<table>
<thead>
<tr>
<th>Provision</th>
<th>Date</th>
<th>No. of Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revision of Section 107 – Laws To Be Observed</td>
<td>(October 12, 2017)</td>
<td>1</td>
</tr>
<tr>
<td>Revision of Sections 107 and 208 – Water Quality Control Under One Acre of Disturbance</td>
<td>(November 2, 2017)</td>
<td>4</td>
</tr>
<tr>
<td>Revision of Section 703 – Aggregate for Bases (Rap Allowed)</td>
<td>(July 3, 2017)</td>
<td>1</td>
</tr>
<tr>
<td>Revision of Section 703 – Classification For Aggregate Base Course</td>
<td>(October 12, 2017)</td>
<td>1</td>
</tr>
</tbody>
</table>
REVISION OF SECTION 107
LAWS TO BE OBSERVED

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

Subsection 107.01 shall include the following after the first paragraph:

Failure to comply with all contractual obligations may lead to the suspension, debarment or both of the Contractor as stipulated in the "Rules".
November 2, 2017

1

REVISION OF SECTIONS 107 AND 208
WATER QUALITY CONTROL
UNDER ONE ACRE OF DISTURBANCE

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

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

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

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

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

The Engineer will coordinate with CDOT Maintenance and the Region Water Pollution Control Manager prior to initiating partial or final acceptance of the stormwater construction work, including soil conditioning and seeding for permanent stabilization. Unsatisfactory and incomplete erosion control work will be identified in this walkthrough, and will be summarized by the Engineer in a punch list.

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

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

In subsection 208.03, delete the first and second paragraphs.

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

(b) Erosion and Sediment Control Activities. The erosion and sediment control activities shall be included in the weekly meeting update. The project schedule shall specifically indicate the sequence of clearing and grubbing, earthwork operations, and construction of temporary and permanent erosion control features and stabilization. The project schedule shall include erosion and sediment control work for haul roads, borrow pits, storage 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.

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

(c) SWMP Administrator. The Contractor shall assign to the project an individual to serve in the capacity of SWMP Administrator. These duties may be assumed by the Superintendent. The SWMP Administrator shall have working knowledge and experience in construction and have satisfactorily completed the Transportation Erosion Control Supervisor Certification (TECS) training provided by the Department. Proof that this requirement has been met shall be submitted to the Engineer prior to start of work. The SWMP Administrator shall:

(1) Ensure the Method Statement for Containing Pollutant Byproducts is implemented.

(2) Review the construction site for compliance with CDOT specifications and the SWMP.

(3) Follow all stormwater requirements and inspections for other applicable State and local agencies unless a waiver or other agreement has been made.

(4) Immediately report to the Contractor and Engineer the following instances of noncompliance:

   (i) Noncompliance which may endanger health or the environment.
REVISION OF SECTIONS 107 AND 208
WATER QUALITY CONTROL
UNDER ONE ACRE OF DISTURBANCE

(ii) Spills or discharge of hazardous substance or oil which may cause pollution of waters of the State.
(iii) Discharge of stormwater which may cause an exceedance of a water quality standard.
(iv) Discharge of pollutants that have occurred on site.
(d) **Documentation Available on the Project.** The SWMP Administrator shall provide the following Contract documents and references. They shall be made available for reference in one location on the project during construction. The documents shall be kept in a single notebook:

1. SWMP 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 (if included in the original Contract) - Construction site boundaries ground surface disturbance, limits of cut and fill, flow arrows, structural BMPs, non-structural BMPs, springs, streams, wetlands, and surface water. Also included on the map are the protection of trees, shrubs, and cultural resources.

3. BMP Details not in Standard Plans M-208-1, M-216-1 and M-615-1.

4. Spill Response Plan – Reports of reportable spills submitted to CDPHE.

5. List and Evaluation of Potential Pollutants – List of potential pollutants as described in subsection 107.25 and approved Method Statement for Containing Pollutant Byproducts.

6. All Project Environmental Permits - All Project environmental permits and associated applications and certifications, including, Senate Bill 40, USACE 404, dewatering and all other permits applicable to the project, including any separate CDPS-SCP obtained by the Contractor for staging area on private property, asphalt or concrete plant, etc.

7. Form 105 and all other correspondence related to water quality which are issued by the Engineer for Contractor’s lack of compliance.

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

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

1. Requirements of the SWMP.

2. Problems that may have arisen in implementing the site specific SWMP or maintaining BMPs.

3. Unresolved issues from inspections and concerns from last inspection

4. BMPs that are to be installed, removed, modified, or maintained.

5. Planned activities that will affect stormwater in order to proactively phase BMPs.

6. Recalcitrant inspection findings.

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

New inlets and culverts shall be protected during their construction. Appropriate protection of each culvert and inlet shall be installed immediately after installation of the culvert or inlet. When riprap is called for at the outlet of
REVISION OF SECTIONS 107 AND 208
WATER QUALITY CONTROL
UNDER ONE ACRE OF DISTURBANCE

November 2, 2017

a culvert, it shall be installed within 24 hours of completion of each pipe. The Contractor shall remove sediment, millings, debris, and other pollutants from within the newly constructed drainage system prior to use, at the Contractor’s expense. All removed sediment shall be disposed of in accordance with all applicable regulations.

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

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

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

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

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

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

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

208.09 Failure to Perform Erosion Control. Failure to implement the Stormwater Management Plan is a violation of the Colorado Water Quality Control Act. Penalties may be assessed to the Contractor by the appropriate agencies. Penalties will be assessed by the Department as liquidated damages for failure to meet the contract documents. All fines assessed to the Department for the Contractor’s failure to implement the SWMP will be deducted from monies due the Contractor.

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

(1) Failure of the Contractor to implement necessary actions required by the Engineer as required by subsection 208.03(b) and (c)

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

(3) Failure to stabilize disturbed areas as required by subsections 208.04(e) and 208.08.

(4) Failure to replace or perform maintenance on an erosion control feature after notice from the Engineer to replace or perform maintenance as required by subsection 208.04(f).

(5) Failure to remove and dispose of sediment from BMPs as required.
REVISION OF SECTIONS 107 AND 208
WATER QUALITY CONTROL
UNDER ONE ACRE OF DISTURBANCE

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

(7) Failure to perform permanent stabilization as required by subsection 208.04 (e).

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

(9) Failure to provide the survey of Permanent Water Quality BMPs when required on the project in accordance with subsection 208.10.

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

If the Contractor's corrective action plan and schedule are not submitted and approved within 96 hours of the initial notice, the Engineer will issue a Stop Work Order and have an on-site meeting with the Superintendent, SWMP Administrator, and the Superintendent's supervisor. This meeting will also be attended by the Resident Engineer, the Region Water Pollution Control Manager, and the Region Program Engineer. This meeting will identify and document needed corrective actions and a schedule for completion. If after the meeting, the unacceptable work is not remedied within the schedule as agreed to in the meeting, the Engineer will take action to effect compliance with the Contract and these specifications by utilizing CDOT Maintenance personnel or other non-Contractor forces and deduct the cost from any monies due or to become due to the Contractor pursuant to subsection 105.17. Delays due to these Stop Work Orders shall be considered non-excusable. The Stop Work Order shall be in place until the project is in compliance.

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

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

In subsection 208.11, delete the first paragraph.

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

SWMP Administrator duties on projects having less than one acre of total disturbed area will not be measured and paid for separately but shall be included in the work. The Erosion Control Management Pay Item will not apply to this project.
REVISION OF SECTION 703
AGGREGATE FOR BASES (RAP ALLOWED)

Section 703 of the Standard Specifications is hereby revised for this project as follows:

In subsection 703.03, first paragraph, delete the first sentence and replace with the following:

Aggregates for bases other than Aggregate Base Coarse (RAP) shall be crushed stone, crushed slag, crushed gravel, natural gravel, crushed reclaimed concrete or crushed reclaimed asphalt pavement (RAP).
REVISION OF SECTION 703
CLASSIFICATION FOR AGGREGATE BASE COURSE

Section 703 of the Standard Specifications is hereby revised for this project as follows:

In subsection 703.03, delete Table 703-2 and replace with the following:

Table 703-2
CLASSIFICATION FOR AGGREGATE BASE COURSE

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<td>Class 3</td>
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<td>30-50</td>
<td>30-70</td>
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<tr>
<td>750μm (#200)</td>
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NOTE: Class 3 material shall consist of bank or pit run material.
SECTION 3

BID PROPOSAL
BID PROPOSAL

2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROGRAM

Proposal of HFA Concrete Sawing 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 2018 Miscellaneous Concrete and ADA Ramps Program 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 office of the County Purchasing Agent.

The County’s Purchasing Agent 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.

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 Contract and Bonds within 10 days after receiving written Notice of 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 in **150 CALENDAR DAYS** from the Receipt of 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 unresponsive if they do not include bids for all of the items listed in the Bid Schedules.

**Unless otherwise noted, all bid items are considered complete in place and removal bid quantities include haul and proper material disposal.**
SECTION 4

BID SUMMARY
Adams County
Bid Summary

2018 Miscellaneous Concrete and ADA Ramps Program

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<tr>
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<td>(Written Amount)</td>
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Respectfully Submitted:

HQA Concrete Sawing Inc.

Company Name: 7368 E. 83rd Ave

Company Address: Commerce City CO 80022

Signature: [Signature]

Title: President

Date: 4/25/2018

Telephone: (303) 591-8042

FAX No: (303) 591-8042

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:

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SECTION 5

BID BOND
SECTION 6

BID SCHEDULE
### BID SCHEDULES
#### 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROGRAM
#### ADAMS COUNTY PROJECT ID: 30561827
#### BID OPENING DATE: 04/25/2018

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<td><strong>$944,528.00</strong></td>
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</tr>
</tbody>
</table>
CERTIFICATE OF LIABILITY INSURANCE

06/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Adams Insurance Solutions
4390 Hoyt Ct
Wheat Ridge, CO. 80033

CONTACT NAME: Cindy Adams
PHONE: 303-980-0303
FAX: 303-980-0807
E-MAIL: cindy@adamsinsurance.biz

INSURED
H & A CONCRETE SAWING INC
7368 E 83rd Ave
Commerce City CO 80022

INSURER A: Ohio Security Insurance Company
INSURER B: Progressive
INSURER C: Ohio Casualty Insurance Company

COVERAGES

<table>
<thead>
<tr>
<th>INSURER</th>
<th>INSURER</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>COMMERICAL GENERAL LIABILITY</td>
<td>BKS57471594</td>
<td>06/09/18</td>
<td>06/09/19</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PROPERTY (Each occurrence) $200,000</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>MEDICAL EXPENSE (Any one person) $10,000</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td>PERSONAL &amp; ADJURY INJURY $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS, COMMODITY AGG $2,000,000</td>
</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>08253062-7</td>
<td>01/31/18</td>
<td>01/31/19</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>ANY AUTO</td>
<td></td>
<td></td>
<td></td>
<td>COMBINED SINGLE LIMIT (Per accident) $1,000,000</td>
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<tr>
<td></td>
<td>OWNED AUTOS ONLY</td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per person) $</td>
</tr>
<tr>
<td></td>
<td>HIRED AUTOS ONLY</td>
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<td></td>
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<td>BODILY INJURY (Per accident) $</td>
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<td>NON-OWNED AUTOS ONLY</td>
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<td>PROPERTY DAMAGE (Per accident) $</td>
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<td>EXCESS LIABILITY</td>
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<td>06/09/18</td>
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<td></td>
<td>OCCUR</td>
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<td></td>
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<td>EACH OCCURRENCE $2,000,000</td>
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<tr>
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<td>CLAIMS-MADE</td>
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<td>AGGREGATE $2,000,000</td>
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<tr>
<td>A</td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>XWS57471594</td>
<td>12/01/17</td>
<td>12/01/18</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>Any Proprietor/Partner/Executive Officer/Member Excluded?</td>
<td>Y</td>
<td></td>
<td></td>
<td>F.L. EACH ACCIDENT $1,000,000</td>
</tr>
<tr>
<td></td>
<td>(Mandatory in NH)</td>
<td></td>
<td></td>
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<td>F.L. DISEASE - EA EMPLOYEE $1,000,000</td>
</tr>
<tr>
<td></td>
<td>If yes, describe under DESCRIPTION OF OPERATIONS below</td>
<td></td>
<td></td>
<td></td>
<td>F.L. DISEASE - POLICY LIMIT $1,000,000</td>
</tr>
</tbody>
</table>

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

CERTIFICATE HOLDER
Adams County Public Works Department
4430 S Adams County Prkwy
1st Floor, Suite W2000B
Brighton, CO 80601
Phone: (720)523-6821

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: Cindy Adams
<table>
<thead>
<tr>
<th>AGENCY</th>
<th>NAMED INSURED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams Insurance Solutions</td>
<td>H &amp; A CONCRETE SAWING INC</td>
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</table>

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>NAIC CODE</th>
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<tbody>
<tr>
<td>BKS57471594</td>
<td>BRIGHTON CO 80601</td>
<td>06/09/2018</td>
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<table>
<thead>
<tr>
<th>CARRIER</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Ohio Security Insurance Company</td>
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</table>

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: 025 FORM TITLE: Certificate of Insurance

Adams County is listed as additional insured on General Liability