

RESOLUTION NO. 16-99

A Resolution Accepting Funds From The Colorado Department Of Transportation For CDOT Project SHE M555-009, North Avenue At 10th and 23rd St., For The Purpose Of Reconstructing The Traffic Signals And Providing Accessibility

RECITALS:

The City Council of the City of Grand Junction, hereby resolved in Resolution 16-99, to enter into a contract with the State of Colorado, Department of Transportation for the purpose of reconstructing the traffic signals and providing accessibility at 10th Street and North Avenue and 23rd Street and North Avenue.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, AS FOLLOWS:

The City Council accepts the funds from the State of Colorado in the amount of \$200,000.

PASSED AND APPROVED THIS 17th DAY OF February, 1999.

/s/ Janet L. Terry
Mayor, City of Grand Junction

Attest:

/s/ Stephanie Nye
City Clerk

CONTRACT

THIS CONTRACT, made this 12th day of March, 1999 by and between the State of Colorado for the use and benefit of THE COLORADO DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the State or CDOT, and the City of Grand Junction, STATE of COLORADO, 250 North Fifth Street, Grand Junction, CO 81501-2668 FEIN: 846000522, hereinafter referred to as the Local Agency, or the contractor.

FACTUAL RECITALS.

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Appropriation Code 010, Organization Number 9991, Program 2000, Function 3301, Object 2311 1P, Phase C, Reporting Category 3410, Contract Encumbrance Number 12494, (Contract Encumbrance Amount: \$200,000.00).
2. Required approval, clearance and coordination has been accomplished from and with appropriate agencies.
3. Pursuant to Title I, Part A, Section 1007 of the Intermodal Surface Transportation Efficiency Act of 1991 and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as "the federal provisions"), certain Federal funds have been and will in the future be, allocated for highway projects requested by Local Agencies and eligible under the Surface Transportation Program that has been proposed by the State and approved by the Federal Highway Administration (FHWA), hereinafter referred to as the program.
4. Pursuant to § 43-1-223, C.R.S. and to applicable portions of the federal provisions, the State is responsible for the general administration and supervision of performance of projects in the program,

including the administration of federal funds for a program project performed by a local agency under a contract with the State.

4.5 The Local Agency has requested that a certain local highway project be funded as part of the program, and by the date of execution of this contract the Local Agency (and/or the State) has completed and submitted a preliminary version of CDOT form #463 describing the general nature of that project work. The Local Agency understands that, before the project work is actually started, the description of the project work in that CDOT form #463 will likely be revised as a result of design changes made by CDOT, in conjunction and coordination with the Local Agency, in its internal review process. The Local Agency desires to agree to perform the project work as described in the Form #463, as it may be revised in that Process.

5. Federal-aid funds have been made available for project, SHE M555-009 for removal and replacement of signal lights on SH 6B located at the intersections of 10th and North Avenue and at 23rd and North Avenue, as more specifically described in Exhibit A (the Form #463 and/or a "Scope of Work"), in, Grand Junction, Colorado, hereinafter referred to as "the project" or "the work".

6. The matching ratio for this federal-aid project is 90% federal-aid funds to 10% State Agency funds, it being understood that such ratio applies only to such costs as are eligible for federal participation, it being further understood that all non-participating costs shall be borne by the Local Agency at 100%.

7. The Local Agency desires to comply with the federal provisions and other applicable requirements, including the State's general administration and supervision of the project thru this contract, in order to obtain federal funds for the project.

8. The Local Agency as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, expressly authorizes the Local Agency to enter into this contract.

9. This contract is executed under the authority of Sections 29-1-203, 43-1-110, 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S., as amended, and the Local Agency ordinance/resolution.

10. The parties hereto desire to agree upon the division of responsibilities with regard to the project.

11. The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily complete some or all of the Work.

12. The State certifies that such work can be more advantageously performed by the Local Agency.

NOW, THEREFORE, it is hereby agreed that:

I. STANDARD FORM CONTRACT

This is a standard form contract that is designed to efficiently contract for and administer 2 types of program projects: 1) program projects which include the same basic work elements (design; construction; construction administration by local agency; right-of-way; utilities; etc.); and, also, 2) program projects with specific differences in those basic work elements (e.g., a specific project may include design but no construction, or it may include design and construction but the State will do the construction administration, etc.)

The form contract accommodates both types of projects by using **qualifying language** to condition the application of particular contract requirements, based on whether specific work elements are included in the project. For instance, where the contract provides ... "If the Work includes engineering/design services, the Local Agency shall perform the following requirements ...", the Local Agency need perform those requirements only if engineering/design services are expressly included in the project, as defined in the Scope of Work. (Conversely, notwithstanding that language is in the contract, the Local Agency can ignore those "requirements" if engineering/design services are NOT expressly included in the Scope of Work.)

The Local Agency shall interpret such qualifying language in that manner. By using such language, the form contract can apply to both the general and the specific types of projects, thus making it easier to administer and saving the State and the Local Agency time and expense.

II. PROJECT DESCRIPTION

1. "The project" or "the Work" under this contract shall consist of the removal and replacement of signal lights on SH 6B located at the intersections of 10th and North Avenue and at 23rd and North Avenue, hereinafter referred to as "the project" or "the Work" in Grand Junction, Colorado, as more specifically described in Exhibit A, attached hereto and made a part

hereof (the Form #463 and/or a "Scope of Work") as it may be revised by the parties in the design review process before the project work is actually started.

III. INCORPORATION BY REFERENCE

All federal and state statutes, regulations, specifications, administration checklists, directives, procedures, documents, and publications that are specifically identified and/or referenced in this contract, together with all exhibits and attachments and addenda to this contract, are incorporated herein by this reference as terms and conditions of this contract as though fully set forth.

IV. WORK RESPONSIBILITY

The Local Agency shall be responsible to perform (**all design and/or right-of-way and/or utility and/or construction and/or construction administration tasks required to complete**) the Work, and the Local Agency shall comply with all applicable terms and conditions of this contract in performing the Work, including those process and task responsibilities addressed in the Pre-Construction and Construction Administration Checklists attached hereto and made a part hereof. The responsible party shall perform all such tasks in accordance with applicable requirements and standards, including those in this contract and in applicable law.

V. PROJECT FUNDING PROVISIONS

A. The Local Agency has estimated the total cost the Work to be \$200,000.00 which is to be funded as follows:

a.	Federal participating funds: (90% of \$200,000.00)	\$180,000.00
b.	State Agency participating share: (10% of \$200,000.00)	\$ 20,000.00
	Total Funds:	\$200,000.00

B. The matching ratio for the federal participating funds for this project is 90% federal-aid funds (CFDA #20 2050) to 10% Local Agency funds, it being understood that such ratio applies only to the \$200,000.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total actual cost of performance of the Work exceeds \$200,000.00, and additional federal funds are made available for the project, the Local Agency shall pay 10% of all such costs eligible for federal participation and 100% of all nonparticipating costs; if additional federal funds are not made available, the local agency shall pay all such excess costs. If the total actual cost of performance of the Work is less than \$200,000.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

C. The maximum amount payable to the Local Agency under this contract shall be \$180,000.00, unless such amount is increased by an appropriate written modification to this contract executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this contract, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

D. The parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from federal and/or state and/or Local Agency sources, as applicable. Should these sources, either federal or Local Agency, fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

VI. PROJECT PAYMENT PROVISIONS

A. The State will reimburse the Local Agency for the federal-aid share of the project charges following the State's review and approval of such charges, subject to the terms and conditions of this contract. Provided, however, that charges incurred by the Local Agency prior to the date of FHWA

B. The matching ratio for the federal participating funds for this project is 90% federal-aid funds (CFDA #20 2050) to 10% Local Agency funds, it being understood that such ratio applies only to the \$200,000.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total actual cost of performance of the Work exceeds \$200,000.00, and additional federal funds are made available for the project, the Local Agency shall pay \$10% of all such costs eligible for federal participation and 100% of all nonparticipating costs; if additional federal funds are not made available, the local agency shall pay all such excess costs. If the total actual cost of performance of the Work is less than \$200,000.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

C. The maximum amount payable to the Local Agency under this contract shall be \$200,000.00, unless such amount is increased by an appropriate written modification to this contract executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this contract, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

D. The parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from federal and/or state and/or Local Agency sources, as applicable. Should these sources, either federal or Local Agency, fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

VI. PROJECT PAYMENT PROVISIONS

A. The State will reimburse the Local Agency for the federal-aid share of the project charges following the State's review and approval of such charges, subject to the terms and conditions of this contract. Provided, however, that charges incurred by the Local Agency prior to the date of FHWA

authorization for the project and prior to the date this contract is executed by the State Controller or his designee will not be charged by the Local Agency to the project, and will not be reimbursed by the State, absent specific FHWA and/or State Controller approval thereof.

B. Upon execution of this contract the State is authorized, in its discretion, to perform any necessary administrative support services pursuant to this contract. These services may be performed prior to and in preparation for any conditions or requirements of this contract, including prior FHWA approval of project work. The Local Agency understands and agrees that the State may perform such services, and that payment for such services shall be at no cost to the State but shall be as provided in Section V.A. At the request of the Local Agency, the State shall also provide other assistance pursuant to this contract as may be agreed in writing. In the event that federal-aid project funds remain available for payment, the Local Agency understands and agrees the costs of any such services and assistance shall be paid to the State from project funds at the applicable rate. However, in the event that such funding is not made available or is withdrawn for this contract, or if the Local Agency terminates this contract prior to project approval or completion for any reason, then all actual incurred costs of such services and assistance provided by the State shall be the sole expense of the Local Agency.

C. If the Local Agency is to be billed for CDOT incurred direct costs, the billing procedure shall be as follows:

1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 45 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 45 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that at the request of the State, the State Treasurer may withhold an equal amount from future apportionments due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
2. If the Local Agency fails to make timely payment to the State as required by this section (within 45 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a

timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.

D. The Local Agency will prepare and submit to the State monthly charges for costs incurred relative to the project. The Local Agency will prepare project charges in accordance with the State's standard policies, procedures, and standardized billing format attached hereto and made a part hereof.

VII. STATE COMMITMENTS

A. The State will provide liaison with the Local Agency through the State's Region Director, Region 3, 222 South Street, Room 317, Grand Junction, Colorado 81501-2769, (970)-248-7230. Said Region Director will also be responsible for coordinating the State's activities under this contract. Said Region Director will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communication relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 3 and the Local Agency. Until changed by notice in writing, all such notices and correspondence shall be addressed as follows:

If to State:

Mr. Jim Nall

CDOT Region Three

606 South Ninth Street

Grand Junction, CO 81501-2769

(970)248-7230

If to the Local Agency:

Mr. Mark Relph

City of Grand Junction

250 North 5th Street

Grand Junction, CO 81501-2668

(970)244-1539

B. The State will reimburse the Local Agency for the federal-aid share of the project charges, as provided in Section VI(A).

C. If the Work includes construction, the State, at its discretion, will review construction plans, special provisions and estimates and will cause the Local Agency to make those changes

therein that the State determines are necessary to assure compliance with State and FHWA requirements.

D. The State will perform a final project inspection prior to project acceptance as a Quality Control activity. When all project work has been satisfactorily completed, the State will sign the FHWA form 1212.

VIII. LOCAL AGENCY COMMITMENTS

A. DESIGN.

If "the Work" includes preliminary design, or final design (a.k.a. "construction plans"), or design work sheets, or special provisions and estimates (collectively referred to as "the Plans"), the party that is responsible under Section IV (either the Local Agency or the State) for the Plans\design shall comply with the following requirements, as applicable:

1. perform or provide the Plans, to the extent required by the nature of the Work.
2. prepare final design ("construction plans") in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual.
3. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
4. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
5. stamp the Plans produced by a Colorado Registered Professional Engineer.
6. if the Local Agency is the responsible party, it shall afford the State ample opportunity to review the Plans and make any changes in the Plans as directed by the State to comply with FHWA requirements.
7. provide final assembly of the Plans and contract documents.
8. be responsible for the Plans being accurate and complete.
9. if the Local Agency is the responsible party, it may enter into a contract with a consultant to do all or any portion of the Plans and/or of construction administration. Provided, however, that if federal-aid funds are to participate in the cost of such work to be done by a

consultant, the Local Agency shall ensure that its procurement of that consultant contract (and the performance/provision of the Plans under that contract) complies with all applicable requirements of Title 23, Code of Federal Regulations (CFR), Part 172, (concerning the Administration of Engineering and Design Related Service Contracts), and with any procedures implementing those requirements as provided by the State. Those requirements and procedures include, without limitation:

a) the Local Agency/Contractor shall submit any design consultant subcontract to CDOT for approval prior to its execution by the Local Agency/Contractor, as required by section 172.5 (d);

b) all changes in the contract shall be by written supplemental agreement and must have prior approval of the State and FHWA. As soon as the contract with the consultant has been awarded by the Local Agency, one copy of the executed contract shall be submitted to the State. Any amendments to such contract shall be similarly submitted;

c) all consultant billings under that contract shall comply with the State's standardized consultant billing format. Examples of the billing formats for the various methods of contract payment are attached hereto and made a part hereof;

d) the Local Agency/Contractor shall also use the CDOT procedures as described in Attachment #1 to administer that design consultant subcontract, to comply with sections 172.5(b) and (d);

e) to expedite any CDOT approval, the Local Agency/Contractor's attorney, or other authorized representative, may also submit a letter to CDOT certifying Local Agency/Contractor compliance with those CDOT Attachment #1 procedures and with the requirements of sections 172.5(b) and (d).

f) the Local Agency shall ensure that its consultant contract contains the following language **verbatim**:

1) "The design work under this contract shall be compatible with the requirements of a separate contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third party beneficiary of this contract for that purpose."

2) "Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project."

3) "The consultant shall review the construction contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, "Standard Specifications for Road and Bridge Construction", in connection with this work."

10. Following award of the construction contract(s) for the project, no further changes shall be made in the Plans except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.

B. CONSTRUCTION.

If "the Work" includes construction, the party that is responsible under Section IV (either the Local Agency or the State) for the construction/construction administration shall comply with the following requirements, as applicable:

1. administer the construction in accord with the project's Pre-construction and Contract Administration Checklists. Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing, and inspection activities; preparing and approving pay estimates; preparing, approving, and securing the funding for contract modification orders (CMOs) and minor contract revisions (MCRs); processing contractor claims; construction supervision; and, meeting the Quality Control (QC) requirements of the FHWA/State stewardship program, all as more fully described in the project's Pre-construction and Contract Administration Checklists.

2. if the Local Agency is the responsible party, it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the Local Agency Project Engineer (LAPE), to perform that administration. The LAPE shall administer the project in accordance with this agreement, the requirements of the construction contract, and applicable State

procedures. The LAPE may be an employee of the Local Agency or may be a consultant. If the LAPE is an employee of the Local Agency, the LAPE shall be in responsible charge of the construction of the project (as provided in Section 12-25-102 C.R.S. as amended), notwithstanding any exception described in Section 12-25-103, C.R.S., as amended.

3. if the Local Agency is the responsible party, and if bids are to be let for the construction of the project, the Local Agency shall (in conjunction with the State) advertise the call for bids and (upon concurrence by the State) award the construction contract(s) to the low responsive, responsible bidder(s).

a) In advertising and awarding the bid for the construction of a federal-aid project, the Local Agency shall comply with applicable requirements of 23 U.S.C. § 112 and 23 C.F.R. § § 633 and 635. Those requirements include, without limitation, that the Local Agency/Contractor shall physically incorporate the entire "Form 1273" (which, if relevant to this contract, is attached) verbatim into any subcontract(s) for those services as terms and conditions thereof, as required by 23 CFR 633.102(e).

b) The Local Agency has the option to accept or reject the proposal of the low bidder for work on which competitive bids have been received. The Local Agency must declare the acceptance or rejection at the award conference or within 3 working days after said bids are publicly opened, whichever occurs later.)

c) By indicating its concurrence in such award at the award conference, the Local Agency acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this project if no additional federal-aid funds will be made available for the project.)

4. In the event that all or part of the construction work is to be accomplished by Local Agency personnel (i.e., by "force account"), rather than by a contractor pursuant to a contract with the Local Agency, the Local Agency will insure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements and with 23 C.F.R. Part 635, Subpart B, "Force Account Construction".

a) Such work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency, the State and the FHWA in advance of the Work, as provided for in Section 635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.

b) An alternative to (a) is that the Local Agency may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with Federal Acquisition Regulations (FAR), 48 C.F.R. Part 31.

c) Rental rates for publicly owned equipment will be determined in accordance with Section 109.04 of the State's "Standard Specifications for Road and Bridge Construction".

d) All force account work shall have prior approval of the State and/or FHWA and shall not be initiated until the State has issued a written notice to proceed.

C. ROW ACQUISITION/RELOCATION.

If "the Work" includes right of way acquisition and/or relocation, the party that is responsible under Section IV (either the Local Agency or the State) for the right of way acquisition and/or relocation shall comply with the following requirements, as applicable:

1. prepare right-of-way plans that comply with Chapter 2 of the CDOT Right of Way Manual and Federal-Aid Policy Guide (FAPG) Chapter 1, Subchapter G, Part 630 Subpart B Attachment. The Local Agency will be responsible for right of way plans changes that are necessary to assure compliance with State and FHWA requirements.
2. be responsible for the plans being accurate and complete.
3. if the Local Agency is the responsible party, it shall perform its project right of way responsibilities in accordance with the CDOT Right of Way Manual, subject to the following conditions for compliance with 23 CFR 710 and 23 CFR 712:
 - a. submit final right of way plans to CDOT and obtain CDOT approval thereof before starting appraisals for right of way acquisition.
 - b. not perform appraisal review of parcels valued over \$2,500. Such appraisal review will be the State's responsibility.
 - c. negotiation activities will be authorized by CDOT subsequent to appraisal review.

- d. submit all administrative settlements proposed by the Local Agency to CDOT, and obtain CDOT approval thereof, before executing the purchase agreement.
4. perform appraisal and acquisition for the project, as required by Section 24-56-101, et seq., C.R.S. However, if the State determines that such performance by the Local Agency will jeopardize or is jeopardizing distribution of federal assistance funds, or that action by the State is necessary to comply with federal policy or procedures, then the State, in its discretion, may perform the acquisition and relocation assistance itself or may supervise and direct the Local Agency in the performance of such acquisition and assistance. Prior to taking such action, the State will provide written notice to the Local Agency of the basis for such determination or action and will meet with the Local Agency to discuss possible remedial measures. Prior to this project being advertised for bids, the Local Agency will certify in writing to the State that all right of way has been acquired in accordance with the applicable State and Federal regulations, or that no additional right of way is required. The "Check Points for Federal Participation in Right of Way Acquisition and Relocation" is attached hereto and made a part hereof.

D. UTILITIES.

The Local Agency will be responsible for obtaining the proper clearance or approval from any utility company which may become involved in this project, by separate agreement between the Local Agency and the utility, if necessary. Prior to this project being advertised for bids, the Local Agency will certify in writing to the State that all such clearances have been obtained.

E. RAILROADS.

In the event the project involves modification of a railroad company's facilities at a railroad grade crossing whereby the Work is to be accomplished by railroad company forces, the Local Agency shall make timely application to the State Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the work without compliance. The Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 Code of Federal Regulations 646, Subpart B, concerning federal-aid projects involving railroad facilities, including:

1. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
2. Obtaining the railroad's detailed estimate of the cost of the Work.
3. Establishing future maintenance responsibilities for the proposed installation.
4. Prescribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of the grade crossing.
5. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

F. ENVIRONMENTAL.

In its performance of the Work, the Local Agency shall comply with the applicable provisions of the State's approved Action Plan concerning federal environmental requirements, including all federal directives contained therein by reference. Copies of the applicable provisions may be requested from the Office of Environmental Services, Colorado Department of Transportation, 4201 E. Arkansas Avenue, Rm. 284, Denver Co 80222.

G. RECORD KEEPING.

The Local Agency shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available for inspection at all reasonable times during the contract period and for 3 years from the date of final payment to the Local Agency. Copies of such records shall be furnished by the Local Agency if requested.

The Local Agency shall, during all phases of the Work, permit duly authorized agents and employees of the State and the FHWA to inspect the project and to inspect, review and audit the project records.

H. MAINTENANCE.

The Local Agency will maintain and operate the improvements constructed under this contract, per the maintenance contract currently in affect with the Local Agency, in a manner satisfactory to the State and FHWA, and will make ample provision for such maintenance each year. Such maintenance and operations shall be in accordance with all applicable statutes and ordinances, and regulations promulgated thereunder, which define the Local Agency's obligation to maintain such improvements. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.

I. FEDERAL REQUIREMENTS.

The Local Agency/Contractor shall at all times during the execution of this contract strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this contract. The contractor shall also require compliance with these statutes and regulations in subgrant agreements permitted under this contract. A listing of some of the federal and state laws that may be applicable, depending on the Local Agency/Contractor work responsibilities under this contract, are described in ADDENDUM A.

J. DBE REQUIREMENTS

"If the Local Agency desires to use its own DBE Program to implement and administer the DBE provisions of Title 49 CFR Part 23 under this contract, **it must submit a copy of its program's requirements to CDOT for review and approval before the execution of this contract. If the Local Agency uses it's program for this contract**, the Local Agency shall be solely responsible to defend that DBE Program and its use of that Program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility and certification, adequate legal and factual bases for DBE goals, and good faith efforts. CDOT approval (if any) of the Local Agency's DBE Program does not waive or modify the sole responsibility of the Local Agency for its use as described above."

K. LOCAL AGENCY FUNDS

The Local Agency shall provide its match share and indirect cost funds for the work as outlined in Section V.B.

IX. GENERAL PROVISIONS

A. Notwithstanding any consents or approvals given by the State for the Plans, the State will not be liable or responsible in any manner for the structural design, details or construction of any major structures that are designed within the Work of this contract.

B. If the Work involves construction, the State shall have the authority to suspend the Work, wholly or in part, by giving written notice thereof to the Local Agency, due to the failure of the Local Agency or its construction contractor to correct project conditions which are unsafe for the

Workmen or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.

C. This contract may be terminated as follows:

(a) Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to received just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency.

If after such termination it is determined, for any reason, that the Local Agency was not in default, or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

(b) Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of funds under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

(c) Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the project provided for herein,

and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

D. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and attachments hereto which may require continued performance or compliance beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

E. This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as specifically provided otherwise herein, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

F. To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

G. This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.

H. Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

I. The Local Agency represents and warrants that it currently has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Local Agency's obligations under this contract. The Local Agency's further covenants that, in the performance of this contract, it will not employ any person or firm having any such known interests.

J. This contract shall become "effective" only upon the date it is executed by the State Controller, or designee. The term of this contract shall begin on the date first written above and shall continue through the completion and final acceptance of this project by the State, FHWA and Local Agency.

K. The Special Provisions, Attachment LO (Certification for Federal-Aid Contracts), and Appendix B (DBE requirements) attached hereto are hereby made a part of this contract. The Local Agency shall comply with all applicable terms and conditions of such attachments.

L. If a conflict occurs between the provisions of this contract proper and the attachments hereto, the priority to be used to resolve such a conflict shall be as follows:

1. The Special Provisions and the attachments enumerated in Section VI, paragraph K, above; and
2. This contract proper;
3. Other contract attachments and exhibits, in their respective order.

M. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this contract shall give or allow any such claim or right of action by any other or third person on such contract. It is the express intention of the parties that any person or entity other than the parties receiving services or benefits under this contract be deemed to be an incidental beneficiary only.

N. The Local Agency assures and guarantees that it possesses the legal authority to enter into this contract. The Local Agency warrants that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing

this contract on behalf of the Local Agency warrants that they have full authorization to execute this contract.

O. The Local Agency and the State may use one or all of the Contract Modification Tools contained in ADDENDUM B, in order to more expeditiously change and amend the terms of this contract, if such use is warranted by the circumstances as described and authorized therein.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

ATTEST:

STATE OF COLORADO
ROY ROMER, GOVERNOR

By Tom Riley
Asst. Chief Clerk

By W.F. Rusk
Executive Director
DEPARTMENT OF TRANSPORTATION

APPROVED:

Arthur L. Barnhart
State Controller

GALE A. NORTON
Attorney General

By Don Williams

By Barry B. Ryan
BARRY B. RYAN
Assistant Attorney General
Civil Litigation Section

ATTEST: (SEAL)



By Stephanie Kay
Title City Clerk

CITY OF GRAND JUNCTION, COLORADO

By David Volley
Title ACTING CITY MANAGER

Federal Employer Identification

Number: 846000522

ATTACHMENT #1

October 27, 1998

THE LOCAL AGENCY SHALL USE THESE PROCEDURES TO IMPLEMENT FEDERAL-AID PROJECT AGREEMENTS WITH PROFESSIONAL CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded local agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172 and 23 CFR 172(d) state that, "When federal-aid highway funds participate in the contract a local shall use the same procedures as used by the State to administer contracts ...". Therefore, local agencies must comply with this CFR requirement and the following state procedures when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and Colorado Revised Statute (C.R.S.) 24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172.5(b)(1-6)].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a local agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting local agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting local agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The request for consultant services should include the scope of work, the evaluation factors and their relative importance, the method of payment, and the goal of ten percent (10%) Disadvantaged Business Enterprise (DBE) participation as a minimum for the project.
5. The analysis and selection of the consultants should be done in accordance with C.R.S. 24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,
- b. Approach to the project,

- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
- b. Past performance,
- c. Willingness to meet the time and budget requirement,
- d. Location,
- e. Current and projected work load,
- f. Volume of previously awarded contracts, and
- g. Involvement of minority consultants.

Under 24-30-1401, cost shall not be considered as a factor in the evaluation of professional consultant services.

6. Once a consultant is selected, the local agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursement for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six (6) to fifteen (15) percent of the total direct and indirect costs.
7. A qualified local agency employee shall be responsible and in charge of the project to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of project, the local agency prepares a performance evaluation (a CDOT form is available) on the consultant.
8. Each of the steps listed above is to be documented in accordance with the provisions of 49 CFR 18.42, which provide for records to be kept at least three (3) years from the date that the local agency submits its final expenditure report. Records of projects under litigation shall be kept at least three (3) years after the case has been settled.

The C.R.S. 24-30-1401 through 24-30-1408, 23 CFR Part 172, and P.D. 400.1, provide additional details for complying with the eight (8) steps just discussed.

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

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

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

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

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

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant,

such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

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

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246,

as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where

segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that

the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

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

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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor

or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

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

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

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

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

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

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

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

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to

Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

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

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or

equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

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

VIII. SAFETY: ACCIDENT PREVENTION

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subc

the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepre-

violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

HIGHWAY PROJECTS

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

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

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

sentation as to material fact in any statement, certificate, or

Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

related subcontracts of \$100,000 or more.)

Colorado Department of Transportation
DESIGN DATA
 Metric English
 Page 1 **EXHIBIT A**
 Status: preliminary final revised
 Prepared by: DAVID C. MILLER
 Date: 10/01/1998
 Submitted by Proj.Mgr: MILLERDC
 Date: 10/01/1998
 Approved by Preconstruction Engineer: *[Signature]* P.E.
 Region: 03
 Project code: 12494 STIP number: GJ3475
 Project number: SHE M555-009
 PE Project Code PE Project Number
 Project description: NORTH AVE AT 10th & 23rd ST.
 County1: Mesa County2: County3:
 Municipality:
 System code: IM NHS STP OTHER
 Oversight: CDOT FHWA OTHER
 Planned length: 0.1
 Geographic location:
 IN THE CITY OF GRAND JUNCTION ON SH 06B AT THE INTERSECTIONS OF 10TH AND NORTH AVE AND AT 23RD AND NORTH AVE.

Terrain type: Level Plains Rolling Urban Mountainous
 Description of proposed construction/improvement (attach map showing site location)
 SIGNAL LIGHT REMOVAL AND REPLACEMENT, CURB RAMPS FOR ADA REQUIREMENTS.

1 Traffic (Note: use columns A, B, and/or C to identify facility described below)
 Current year: 1995 Future year: _____

Facility	Current year			Future year			Facility location			
	ADT	DHV	DHV % trucks	ADT	DHV	Industrial	Commercial	Residential	Other	
A ON SH 6B	27700	2770	5			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

2 RdwyClass

RdwyClass	Route	Refpt	Endrefpt	Functional classification	Facility type	Rural code
1.	006	31.3	32.4	Minor Arterial	Divided (not E or F)	5,000 - 49,999
2.						
3.						

3 Design Standards (Identify substandard items with a checkmark in 1st column and clarify in remarks)

	A =	ON SH 6B	=	=						
	Standard									
<input type="checkbox"/>	Surface type	HBP								
<input type="checkbox"/>	Typical section type									
<input type="checkbox"/>	# of travel lanes									
<input type="checkbox"/>	Width of travel lanes									
<input type="checkbox"/>	Shoulder wd. lt./median									
<input type="checkbox"/>	Shoulder wd rt./outside									
<input type="checkbox"/>	Side slope dist. ("z")									
<input type="checkbox"/>	Median width									
<input type="checkbox"/>	Posted speed									
<input type="checkbox"/>	Design speed									
<input type="checkbox"/>	Max. superelevation									
<input type="checkbox"/>	Min. radius									
<input type="checkbox"/>	Min. horizontal SSD									
<input type="checkbox"/>	Min. vertical SSD									
<input type="checkbox"/>	Max. grade									

Project under 1R 3R 4R Other: SAFETY criteria
 Existing guardrail meets current standards: Yes No
 Variance in minimum design standards required Yes No
 Justification attached Request to be submitted Safety project Not all standards addressed
 Bridge (see item 4) See remarks
 Stage construction
 Resurfacing projects
 Recommendations concerning safety aspects attached
 Comments:
 NO GUARDRAIL INVOLVED

4 Major Structures

S=to stay, R=to be removed, P=proposed new structure

Structure ID#	Length	Ref. Point	Feature Intersected	Standard Width	Structure Rdwy	Load	Horizontal Clearance	Vertical Clearance	Year Built

Proposed treatment of bridges to remain in place (address bridge rail, capacity, and allowable surface thickness)
 NO STRUCTURES INVOLVED

5 Project Characteristics (proposed)

Median type: depressed painted raised none

Lighting Handicap ramps Traffic control signals Striping

Curb and gutter Curb only Left-turn slots continuous width =

Sidewalk width = Bikeway width = Right-turn slots continuous width =

Parking lane width = Detours Signing: construction permanent

Landscape requirements: (description) Other: (description)

6 Right of Way

	Yes	No	Est. No.
ROW and/or perm. easement required:	<input type="radio"/>	<input checked="" type="radio"/>	_____
Relocation required:	<input type="radio"/>	<input checked="" type="radio"/>	_____
Temporary easement required:	<input type="radio"/>	<input checked="" type="radio"/>	_____
Changes in access:	<input type="radio"/>	<input checked="" type="radio"/>	_____
Changes to connecting roads:	<input type="radio"/>	<input checked="" type="radio"/>	_____

7 Utilities (list names of known utility companies)
 UNKNOWN AT THIS TIME

8 Railroad crossings # of crossings:

	Railroad Name	Agreements required	Present protection	Condition of x'ings
1		<input type="checkbox"/>		
2		<input type="checkbox"/>		
3		<input type="checkbox"/>		
4		<input type="checkbox"/>		

Recommendations:

9 Environmental

envProjCode: _____ approved under project #: _____

Dated: _____

Major (refer to approved ROD) Minor (refer to CDOT Form #128)

Intermediate (refer to approved FONSI) Minor programmatic exclusion #:

Comments:

10 Coordination

Withdrawn lands (power sites, reservoirs, etc.) cleared through BLM forest service office Irrigation ditch name:

New traffic ordinance required Modify schedule of existing ordinance Municipality: CITY OF GRAND JUNCTION

Other:

11 Construction method

noAdReason: Design Local F/A

P.O. RR F/A

Study Utility F/A

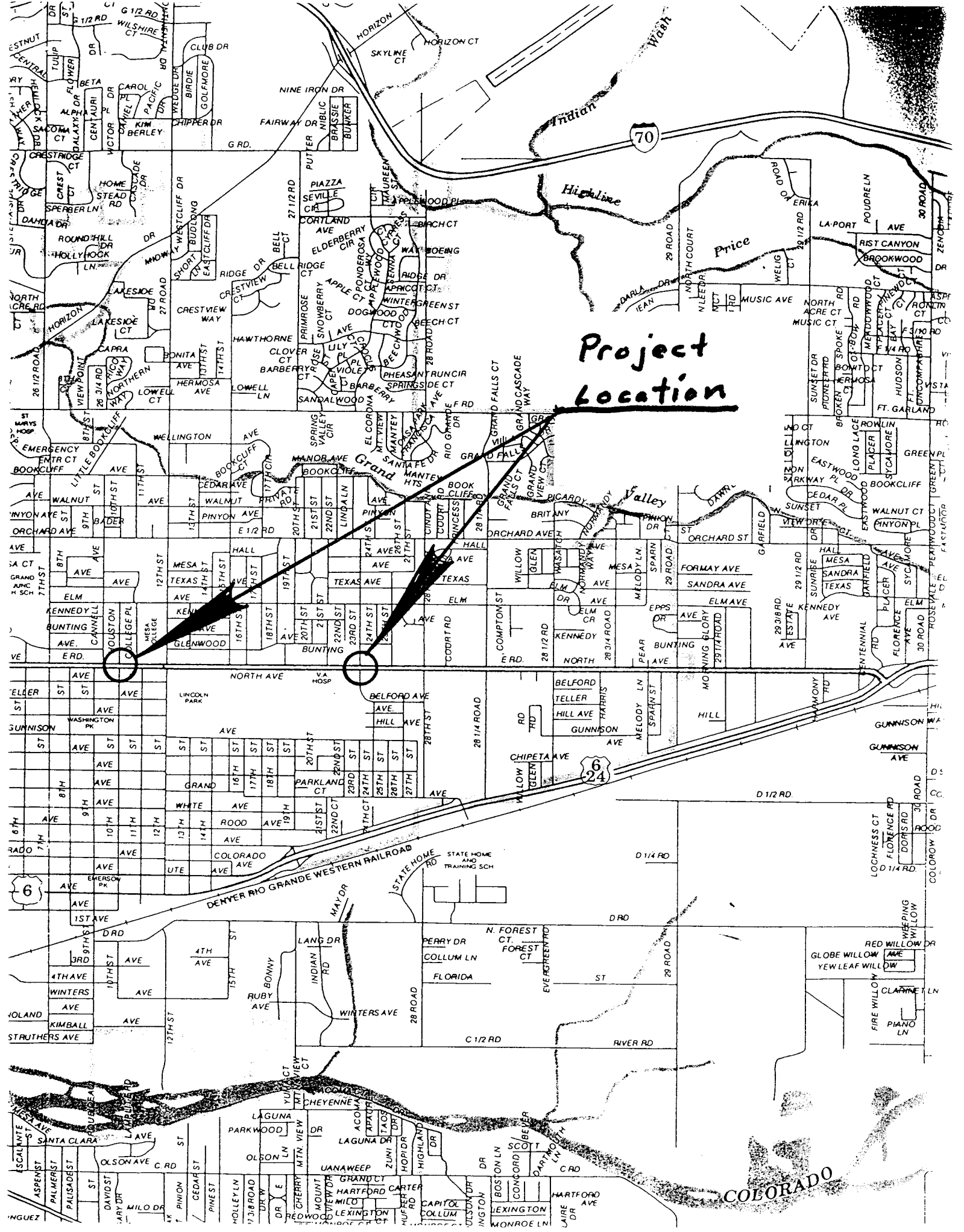
None CDOT F/A Miscellaneous

Entity/Agency contact name: JODY KIISKA

Phone number: (970)244-1591

12 Remarks (Include additional pages if needed)

THIS PROJECT IS TO REMOVE EXISTING SPAN WIRE SIGNALS AND REPLACE THEM WITH MAST ARM SIGNALS AND INSTALL CURB RAMPS FOR ADA COMPLIANCE. THIS WORK WILL BE DONE BY THE LOCAL AGENCY F/A



Project Location

COLORADO

CONSTRUCTION CONTRACT ADMINISTRATION CHECK LIST

Page 1

CDOT Region: 03

Project Code (SA#): 12494

Local Agency: City of Grand Junction

Project No.: SHE M555-009

CDOT Resident Engineer: James Patton

Location: Grand Junction

Local Agency Project Manager: Description: NORTH AVE AT 10th & 23rd ST

CDOT Design or Project Engineer: David Miller

The following check list shall be utilized to establish the **CONSTRUCTION CONTRACT ADMINISTRATION** responsibilities of the individual parties for this project. **THE CHECK LIST SHALL BE INCORPORATED INTO THE ENTITY AGREEMENT AT PROJECT INCEPTION.**

THE CHECK LIST SHALL BE PREPARED BY PLACING AN X UNDER THE RESPONSIBLE AGENCY, OPPOSITE EACH OF THE TASKS LISTED BELOW. *When CDOT is selected to be responsible or co-responsible by option, the method of the Local Agency's reimbursement for CDOT'S costs must be established.*

WHEN A TASK DOES NOT APPLY TO THE PROJECT, NON-APPLICABLE (NA) SHALL BE PLACED UNDER BOTH AGENCIES, AND AN EXPLANATION OF WHY IT IS NOT APPLICABLE SHALL BE INCLUDED.

TASKS WHICH WILL BE PERFORMED BY HEADQUARTERS STAFF WILL BE SO INDICATED.

THE REGION IN ACCORDANCE WITH ESTABLISHED POLICIES AND PROCEDURES, WHEN APPLICABLE, SHALL DETERMINE WHO WILL PERFORM ALL OTHER TASKS WHICH ARE THE RESPONSIBILITY OF CDOT.

THE RESIDENT ENGINEER OR CDOT DESIGNER SHALL NOTIFY THE APPROPRIATE STAKEHOLDERS, AND THOSE ON THE MINIMUM DISTRIBUTION LIST BELOW, OF FIELD INSPECTION REVIEWS (F.I.R.) AND FINAL OFFICE REVIEWS (F.O.R.) FOR ALL L. A. PROJECTS.

IF A CHECK LIST WAS NOT INCORPORATED INTO THE ORIGINAL PROJECT AGREEMENT OR THE CONSTRUCTION CONTRACT ADMINISTRATION RESPONSIBILITIES HAVE CHANGED THE FOLLOWING PROCEDURES SHALL BE USED:

A preliminary check list shall be prepared by the CDOT Resident Engineer (RE), or CDOT Designer, in cooperation with the LAPM, prior to the F.I.R. and submitted to the Region Program Engineer (RPE) with the F.I.R. notice. If Contract Administration responsibilities are changed after the F.I.R., the CDOT RE, in cooperation with the LA PM, shall prepare a revised check list and distribute copies. The CDOT RE shall prepare the **FINAL** check list prior to the F.O.R. and submit copies to all persons receiving the F.O.R. notice. The minimum distribution list is shown below.

___	PRELIMINARY CHECK LIST	- DATE	_____.
___	REVISED CHECK LIST	- DATE	_____.
___	FINAL CHECK LIST	- DATE	_____.

COPY:
CDOT RE/PE
LA PM/PE
CDOT RPE
CDOT RME

REVISED 10/30/97

CONTRACT ADMINISTRATION CHECK LIST
PAGE 2

** RESPONSIBLE PARTY

<u>NO. DESCRIPTION OF TASK</u>	<u>LOCAL</u>	<u>AGENCY</u>	<u>CDOT</u>
--------------------------------	--------------	---------------	-------------

- | | | | |
|--|--|-----------|----------|
| 1. Set Disadvantaged Business Enterprise (DBE) goals for the project. (CDOT Region EEO Administrative Program Specialist) | | | <u>X</u> |
| 2. Set On Job Training (OJT) goals for the project. (CDOT Region EEO Administrative Program Specialist when CDOT is responsible.) | | <u>NA</u> | --- |
| 3. Assure the correct Federal Wage Decisions, all required DBE/OJT Special Provisions and the FHWA Form 1273 are included in the Contract documents. (CDOT RE or Designer) | | | <u>X</u> |

This project is exempt from Davis-Bacon requirements as determined by the functional classification of the project location. (Note: Projects located on local roads and rural minor collectors may be exempt.)

<u>Jim Nall</u>	<u>9/28/98</u>
CDOT RE or Designer	Date

- | | | | |
|---|--|-------------|-----|
| 4. Advertise for bids/open bids. (CDOT Construction Contracts Unit, Staff Design Branch, when CDOT is responsible.) | | <u>NA</u> | --- |
| | | <i>FIPI</i> | |
| 5. Distribute "bid set" of plans and specifications . to the person responsible for showing the project. (CDOT Printing and Visual Communications Center, Division of Human Resources and Administration when CDOT is responsible.) | | <u>NA</u> | --- |
| | | <i>FIPI</i> | |
| 6. Review work site and plan details with prospective bidders while project is under advertisement. (CDOT Resident Engineer when CDOT is responsible.) | | <u>NA</u> | --- |

**
NOTE: Only one responsible party should be selected. If both are selected, a **supplemental agreement** specifying what task details are the responsibility of each party shall be attached to the Check List. When CDOT is responsible or co-responsible by option, the method of the Local Agency's reimbursement for CDOT's costs must be established by an attached Memorandum of Understanding (MOU).

CONTRACT ADMINISTRATION CHECK LIST

** RESPONSIBLE PARTY

<u>NO. DESCRIPTION OF TASK</u>	<u>LOCAL AGENCY</u>	<u>CDOT</u>
7. Determine compliance with DBE requirements before the Contract is awarded:		
a. Check CDOT Form #715 - Certificate of Proposed DBE Participation, when the low bidder meets DBE goals. (CDOT Business Programs Office, (303)757-9234, Room 287, Division of Human Resources and Administration)	NA	<u>X</u>
b. Evaluate CDOT Form #718 - DBE Good Faith Effort Documentation, and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. (CDOT Business Programs Office)		<u>X</u>
c. Approve/disapprove award of Contract by completing CDOT Form #719 - DBE Participation Summary. THIS FORM MUST BE COMPLETED BEFORE THE CONTRACT IS AWARDED. (CDOT Business Programs Office)		<u>X</u>
8. Approve rejection of low bidder	NA	<u>X</u>
9. Award Contract (CDOT Construction Contracts Unit, Staff Design Branch, when CDOT is responsible.)	NA	---
10. Distribute <u>4</u> [number: minimum of six (6)] "award sets" of plans and specifications to CDOT Resident Engineer. (Further distribution will then be made to the Region Program Engineer (RPE), CDOT Staff Construction & Materials (2 sets), the Region Materials Engineer (RME), and others as required. CDOT Printing and Visual Communications Center, Division of Human Resources and Administration when CDOT is responsible.)	NA	---

**
NOTE: Only one responsible party should be selected.
 Refer to page 2 for additional information.

CONTRACT ADMINISTRATION CHECK LIST
PAGE 4

<u>NO.</u>	<u>DESCRIPTION OF TASK</u>	** RESPONSIBLE PARTY	
		<u>LOCAL AGENCY</u>	<u>CDOT</u>
11.	Issue "Notice to Proceed" to the Contractor. . . . (CDOT Construction Contracts Unit, Staff Design Branch, when CDOT is responsible.)	<i>NA</i>	—
	<i>FIP1</i>		
12.	Conferences:		
a.	Preconstruction (Request Preconstruction packet of information from Region EEO Administrative Program Specialist prior to the conference. CDOT Resident Engineer when CDOT is responsible.)	<i>NA</i>	—
b.	Partnering		—
c.	Presurvey:		
	(1) Construction staking		—
	(2) Monumentation		—
d.	Structural concrete prepour		—
e.	Concrete pavement prepaving		—
f.	HBP prepaving		—
13.	Supervision of construction:		
a.	Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision".	<i>X</i>	—
	<u><i>Jody Kliska</i></u> <u><i>299-1591</i></u> Local Agency PE or CDOT RE/PE Phone number		
b.	Develop and distribute public notice of planned construction to the media and local residents.	<i>X</i>	—

NOTE: Only one responsible party should be selected.
Refer to page 2 for additional information.

REVISED 10/30/97

CONTRACT ADMINISTRATION CHECK LIST

<u>NO.</u>	<u>DESCRIPTION OF TASK</u>	** RESPONSIBLE PARTY	
		<u>LOCAL AGENCY</u>	<u>CDOT</u>
c.	Competent, experienced, staff who will ensure the Contract work is constructed in accordance with CDOT policies, standards and procedures. (Refer to the CDOT Procedural Directives and the following CDOT Operating Manuals for guidance and assistance - CDOT Local Agency Federal Aid Construction Manual, CDOT Construction Manual, CDOT Field Materials Manual, CDOT Survey Manual, CDOT Standard Plans, CDOT Erosion Control Manual, CDOT Davis-Bacon Manual, CDOT EEO/Labor Compliance Manual)	<u>X</u>	—
	(1) CDOT Form #205 - Sublet Permit Application:		
	(a) Check CDOT Form #713 - Contractor . . . DBE Subcontract, Supply and Service Contract Statement. Sign Form #205 if Form #713 is complete. (CDOT Region EEO Administrative Program Specialist)		<u>X</u>
	(b) Check and sign approval of Form #205 . after Form #713 has been checked by the Region EEO Administrative Program Specialist.	<u>NA</u>	—
	(2) Construction inspection including calculations, measurements, and documentation of interim and final pay quantities.	<u>X</u>	—
	(3) Conduct Contractor/Subcontractors reviews to ensure conformance with the Equal Employment Opportunity(EEO) /Affirmative Action(AA)/DBE/OJT requirements contained in the Contract. (Standard Special Provisions, Project Special Provisions and FHWA Form 1273) (CDOT Region EEO Administrative Program Specialist)		<u>X</u>

NOTE: Only one responsible party should be selected.
Refer to page 2 for additional information.

CONTRACT ADMINISTRATION CHECK LIST

** RESPONSIBLE PARTY

<u>NO.</u>	<u>DESCRIPTION OF TASK</u>	<u>LOCAL</u>	<u>AGENCY</u>	<u>CDOT</u>
(4)	Notify CDOT Region EEO Administrative Program Specialist and request assistance for all EEO/DBE/OJT/Davis-Bacon questions or concerns.	X		—
(5)	Complete and submit to the CDOT Region EEO Administrative Program Specialist, the required number of CDOT Form #280 - Equal Employment Opportunity and Labor Compliance Verification.	NA	FIP1	—
(6)	Monitor DBE participation to ensure compliance with the "Commercially Useful Function" requirements.	NA		—
(7)	Complete and submit to the CDOT Region EEO Administrative program Specialist, the applicable number CDOT Form #200 - OJT Training Questionnaire, when project utilizes OJTs.	NA		—
(8)	Check certified payrolls to verify Contractor/subcontractors are in compliance with Contract requirements. The checking shall be completed by project personnel trained in payroll checking. (Contact the Region EEO Administrative Program Specialist for training requirements.)	NA		—
(9)	Coordinate submittals by Contractor and all subcontractors of FHWA Form 1391 (Highway Construction Contractor's Annual EEO Report) to the CDOT Region EEO Administrative Program Specialist. The Report is due to the Region EEO Administrative Program Specialist by August 10 for all construction projects Active during the last complete week of July.	NA		—

**

NOTE: Only one responsible party should be selected. Refer to page 2 for additional information.

CONTRACT ADMINISTRATION CHECK LIST

** RESPONSIBLE PARTY

<u>NO.</u> <u>DESCRIPTION OF TASK</u>	<u>LOCAL</u>	<u>AGENCY</u>	<u>CDOT</u>
(10) Materials:			
(a) CDOT Form #250 - Materials Documentation Record:			
I) Fill out and distribute CDOT Form #250 before the Contractor commences work. (CDOT Region Materials Engineer when CDOT is responsible.)	NA		___
II) Complete Form #250 after work is completed distribute per instructions in CDOT Materials Manual.	NA		___
(b) Approve changes to typical section . .	X		___
(c) Development, Checking, and Design mix approvals:			
I) Concrete	X		___
II) Hot Bituminous Pavement (HBP). . .	NA		___
(d) Acceptance of manufactured products. .	X		___
(e) Inspecting fabrication of structural steel and prestressed concrete structural components.	NA X		___
(f) Inspecting fabrication of bearing devices. . .	NA		___
(g) Laboratory Check testing	X		___
(h) Acceptance testing	X		___
(i) Independent assurance testing (Region Materials Laboratory will develop, complete, and distribute CDOT Form #379 - Project Independent Assurance Sampling Schedule.)	-		X

**
NOTE: Only one responsible party should be selected.
Refer to page 2 for additional information.

CONTRACT ADMINISTRATION CHECK LIST
PAGE 8

<u>NO.</u>	<u>DESCRIPTION OF TASK</u>	** RESPONSIBLE PARTY	
		<u>LOCAL AGENCY</u>	<u>CDOT</u>
(11)	Approve sources of materials	<u>X</u>	—
(12)	Approve shop drawings	<u>NA</u>	—
(13)	Perform Traffic Control Inspections . . .	<u>X</u>	—
(14)	Approve traffic signal equipment	<u>X</u>	—
(15)	Construction surveying	<u>X</u>	—
(16)	ROW monumentation	<u>X</u>	—
(17)	Prepare, approve and sign vouchers for interim and final Contractor pay estimates. (CDOT Resident Engineer if CDOT is responsible.)	<u>NA</u>	—
	Provide the name(s) and phone number(s) of The person(s) authorized for this task.	<i>FIPI Project</i>	
	_____	LA Administrator	_____ Phone Number
	_____	LAPE	_____ Phone Number
(18)	Prepare, approve and sign vouchers for interim and final Utility Company billings for utility relocation work.	<u>NA</u>	—
(19)	Prepare and authorize CDOT Form #94 . . . - Minor Contract Revision (MCR) and CDOT Form #90 - Contract Modification Order (CMO)	<u>NA</u>	—
(20)	Approve MCRs and CMOs	<u>NA</u>	—
(21)	Approve Federal-Aid funding for MCRs/CMOs.	—	<u>X</u>
(22)	Monitor project financial status and submit monthly in a format acceptable to the Region, such as CDOT Form #65a - Project Financial Status Report.	X	—

NOTE: Only one responsible party should be selected.
Refer to page 2 for additional information.

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CONTRACT ADMINISTRATION CHECK LIST
PAGE 9

** RESPONSIBLE PARTY

<u>NO.</u> <u>DESCRIPTION OF TASK</u>	<u>LOCAL</u> <u>AGENCY</u>	<u>CDOT</u>
(23) Prepare and submit monthly progress reports to the Region Construction Engineer: CDOT Form #110a - Status of Active Construction Projects, and CDOT Form #517a - Status of Construction Project Finals.	X	—
(24) Contractor claims/dispute resolution Local Agency must follow CDOT procedures unless Section 105.17 of the Standard Specifications is modified by a Project Special Provision. <u>ALL contracts let for bid by the Local Agency shall contain a project special provision removing CDOT from the resolution process.</u>	NA	—
14. Make monthly progress and final payments to the Contractor for completed work. (CDOT Center for Accounting, Division of Human Resources and Administration when CDOT is responsible.)	NA	—
15. Make monthly progress and final payments to Utility Companies for completed utility relocation work. (CDOT Center for Accounting, Division of Human Resources and Administration when CDOT is responsible.)	X	—
16. Conduct routine, random, project reviews to ensure the project is being administered in accordance with the terms of the construction Contract and the approved project specific agreement between CDOT and the local agency.	—	X

Provide the name and phone number of the person responsible for this task.

Jim Mall	248- 343 7230
Name of LA or CDOT RE/PE	Phone Number

**
NOTE: Only one responsible party should be selected.
Refer to page 2 for additional information.

REVISED 10/30/97

CONTRACT ADMINISTRATION CHECK LIST
PAGE 10

<u>NO.</u>	<u>DESCRIPTION OF TASK</u>	** RESPONSIBLE PARTY	
		<u>LOCAL AGENCY</u>	<u>CDOT</u>
17.	Joint FHWA/CDOT Quality Assurance (QA) Review . . . Teams will conduct select program reviews in accordance with CDOT's Stewardship Plan. (CDOT Staff Construction & Materials)		<u>X</u>
18.	Conduct final project inspection, complete and . . . submit CDOT Form #1212a - Final Acceptance Report. CDOT Resident Engineer with mandatory LA participation.		<u>X</u>
19.	Final project acceptance, write final project . . . acceptance letter and distribute per procedures in the CDOT Construction Manual.	<u>X</u>	—
20.	Advertise for final settlement. (CDOT Staff . . . Construction when CDOT is responsible.)	<u>NA</u>	—
21.	Prepare and distribute final "as constructed" . . . plans per procedures in the Construction Manual.	<u>X</u>	—
22.	Check final quantities, final plans and the final pay estimate.	<u>X</u>	—
23.	Sign final pay estimate sheets and voucher.	<u>NA</u>	—
24.	Check material records.	<u>NA</u>	—
25.	Submit final materials certification.	<u>X</u>	—
26.	Obtain CDOT Form #17 - Contractor DBE Payment . . . Certification, from the Contractor and submit to Region Program Engineer.	<u>NA</u>	—
27.	Obtain FHWA Form PR 47 (Statement of Materials . . . and Labor Used ...) from the Contractor, check and submit to Region Construction Engineer. (REQUIRED ONLY ON NHS PROJECTS WITH TOTAL FINAL PAYMENT EXCEEDING \$1,000,000.)	<u>NA</u>	—
28.	Complete and submit CDOT Form #950 - Project Closure.	—	<u>X</u>
29.	Retain project records. (For <u>six</u> years from date of project closure.)	<u>X</u>	<u>X</u>

NOTE: Only one responsible party should be selected.
Refer to page 2 for additional information.

REVISED 10/30/97

EXAMPLE A (Lump Sum Contracts)

Company Name:	Project No.
Address:	Project Location
Employer (FEIN) ID Number:	Subaccount No.
Invoice Number and Date:	
Progress Report Dated:	
% Completed: (1)	
Current Billing Period: From: To:	
BASIC AND / OR SUPPLEMENTAL CONTRACT TOTAL: (2)	\$
Total Billed to Date:	\$
Less: Retainage (10% of billing not to exceed 5% of contract)	\$
Less: Prior Payments:	\$
Prior Billing : \$	Less Retainage: \$
TOTAL CURRENT PAYMENT REQUEST: *	\$
(% To Date of DBE Work:)	
I certify that the billed amounts are in agreement with the contract terms:	
Signature	Title
	Date
<p>* % Completed x Contract Total = Total Curent Payment Request</p> <p style="margin-left: 40px;">(1) x (2) = (*)</p>	

SECTION I. CONTRACT DATA

Local Agency: _____ Project No. _____
 Address: _____
 Employer (FEIN) ID Number: _____ Project Location _____
 Invoice Number and Date: _____
 % Completed: _____ Subaccount No. _____

BASIC AND/OR SUPPLEMENTAL CONTRACT TOTAL: \$ _____
 Federal Share \$ _____
 Local Agency Share \$ _____
 State Share \$ _____

Prior Period Billing Amount: \$ _____
 Current Billing Period: From: _____ To: _____

SECTION II. INCURRED COSTS

DIRECT LABOR: (List individually)

Employee Name	Classification	Regular Hours	Direct Hourly Rate \$	Overtime Hours*	Cost \$
---------------	----------------	---------------	-----------------------	-----------------	---------

	Current This Period	Total to Date
SUBTOTAL - DIRECT LABOR	\$ _____	\$ _____
BENEFITS _____ % OF DIRECT LABOR	\$ _____	\$ _____
OTHER DIRECT COSTS (In-House) List individually-at actual cost; mileage (miles x \$), CADD (hrs. x \$), equip rental (hrs. x \$), etc.	\$ _____	\$ _____
OUTSIDE SERVICES (Consultants & Vendors) (List individually) (To be in this same format- attach copies of invoices)	\$ _____	\$ _____
TOTAL COSTS CURRENT PERIOD:	\$ _____	
TOTAL COSTS TO DATE:		\$ _____

SECTION III. BILLING

TOTAL BILLING CURRENT PERIOD
 (____ % OF TOTAL COSTS): \$ _____
 Prior Billing: \$ _____

I certify that the billed amounts are actual and in agreement with the contract terms:

 Signature Title Date

* Eligible classifications only.

EXAMPLE E: FIXED MULTIPLIER

Company Name:			Project No.		
Address:					
Employer (FEIN) ID Number:			Project Location		
Invoice Number and Date:					
Progress Report Dated:			Subaccount No.		
% Completed:					
BASIC AND / OR SUPPLEMENTAL CONTRACT TOTAL			\$		
Prior Period Billing Amount:			\$		
Current Billing Period: From:			To:		
PAY RATES: (List Individually)					
		X	X		
Employee Name	Classification	Regular Hours	Certified Hourly Rate	Fixed Multiplier	Cost \$
SUBTOTAL - PAY RATES:					\$
OTHER DIRECT COSTS (In - House)					
List individually - at actual rates as in final cost proposal; mileage (miles x \$), CADD (hrs. x \$), equip. rental (hrs. x \$), etc.					\$
SUBTOTAL (Pay Rates and Other Direct Rates)					\$
OUTSIDE SERVICES (Subconsultants & Vendors) (List Individually) (To be in this same format - attach copies)					\$
% To Date on DBE Work					
Outside Services Management Expense (when applicable)					\$
TOTAL CURRENT PERIOD:					\$
TOTAL TO DATE: J					\$
LESS: Retainage (10% of billing not to exceed 5 % of contract)					\$
LESS: Prior Payments					\$
Prior Billing \$			Less Retainage \$		
TOTAL CURRENT PAYMENT REQUEST:					\$
<p>I certify that the billed amounts are actual and in agreement with the contract terms:</p>					
Signature		Title		Date	
<p>* Eligible classifications only; in accordance with contract ** In accordance with contract</p>					

SPECIAL PROVISIONS

CONTROLLER'S APPROVAL

This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

FUND AVAILABILITY

2. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

BOND REQUIREMENT

3. If this contract involves the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the contractor shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to the State official who will sign the contract, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety conditioned upon the faithful performance of the contract and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provendor or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond is executed, delivered and filed, no claim in favor of the contractor arising under such contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with CRS 38-26-106.

INDEMNIFICATION

4. To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

DISCRIMINATION AND AFFIRMATIVE ACTION

The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (CRS 24-34-402), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. Pursuant thereto, the following provisions shall be contained in all State contracts or sub-contracts.

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, recruitment or recruitment advertisements; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.

(d) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(e) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity because of race, creed, color, sex, national origin, or ancestry.

(f) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.

(g) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated

in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(h) The contractor will include the provisions of paragraphs (a) through (h) in every sub-contract and subcontractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation, with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

COLORADO LABOR PREFERENCE

b. When a construction contract for a public project is to be awarded to a bidder, a resident bidder shall be allowed a preference against a non-resident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident. If it is determined by the officer responsible for awarding the bid that compliance with the subsection .06 may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of Federal law, this subsection shall be suspended, but only to the extent necessary to prevent denial of the moneys or to eliminate the inconsistency with Federal requirements (CRS 8-19-101 and 102).

GENERAL

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

8. At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.

9. Pursuant to CRS 24-30-202.4 (as amended), the state controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, CRS; (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

10. The signatories aver that they are familiar with CRS 18-8-301, et seq., (Bribery and Corrupt Influences) and CRS 18-8-401, et seq., (Abuse of Public Office), and that no violation of such provisions is present.

11. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day first above written.

Contractor:
(Full Legal Name) _____

State of Colorado
ROY ROMER, GOVERNOR

By _____

By _____

Position (Title) _____

Social Security Number or Federal I.D. Number _____

Department
of PUBLIC HEALTH AND ENVIRONMENT

If Corporation, Town/City/County, or Equivalent: _____

PROGRAM APPROVAL: _____

Attest (Affix Seal)

By _____
Corporate Secretary, or Equivalent, Town/City/County Clerk

APPROVALS

ATTORNEY GENERAL

CONTROLLER

By _____
Gale A. Norton

By _____
Clifford W. Hall