



NOTICE OF AWARD

Date: July 5, 2017
Company: AI Concrete Solutions, LLC
Project: 2017 Safe Routes to School IFB-4380-17-DH

You have been awarded the City of Grand Junction 2017 Safe Routes to School IFB-4380-17-DH for a total price of **\$121,298.87**.

Please notify Jerod Timothy, City of Grand Junction Project Engineer 970-244-1565 for delivery schedule and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract, Insurance Certificate, and Payment & Performance Bonds.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff
9F769E7D30F1B8C...
Duane Hoff Jr., Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: ALL CONCRETE SOLUTIONS LLC
By: *Pablo Reyes - All Concrete Solutions, LLC*
810CF16B721440E...
Title: PRESIDENT
Date: 7/5/2017 | 10:42 MDT



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 5th day of July, 2017 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **All Concrete Solutions, LLC** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **2017 Safe Routes to School IFB-4380-17-DH**.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents;

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project; **2017 Safe Routes to School**;
- c. Notice of Award
- d. Contractors Response to the Solicitation
- e. Work Change Requests (directing that changed work be performed);

- f. Field Orders
- g. Change Orders.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

Contract Time and Liquidated Damages: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation. In the event the Work is not completed in the times set forth and as agreed upon, the Contractor further agrees to pay Liquidated Damages to the Owner as set forth in the Solicitation. The Contractor acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal proceeding the actual losses suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as Liquidated Damages for delay, but not as a penalty, the Contractor shall pay to the Owner the amounts specified in the Solicitation.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **One Hundred Twenty One Thousand Two Hundred Ninety Eight and 87/100 (\$121,298.87)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefore; 3. thirty days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

Bonds: The Contractor shall furnish currently herewith the Bonds required by the Contract Documents, such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred (100%) of the Contract Price set forth in Article 5.

ARTICLE 7

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 8

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff
By: _____
9F709E7D60F148C...
Duane Hoff Jr., Senior Buyer

7/5/2017 | 10:49 MDT

Date

All Concrete Solutions, LLC

DocuSigned by:
Pablo Reyes - All Concrete Solutions, LLC
By: _____
810CF10B721449E...
Pablo Reyes - All Concrete Solutions, LLC

7/5/2017 | 10:48 MDT

Date



Purchasing Division

Invitation for Bid

IFB-4380-17-DH
2017 Safe Route to Schools

Responses Due:

June 22, 2017 prior to 3:30pm

Accepting Electronic Responses Only

Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

Purchasing Representative:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

970-244-1545

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

Invitation for Bids

Table of Contents

Section 1	Instruction to Bidders
Section 2	General Contract Conditions
Section 3	Statement of Work
Section 4	Contractor's Bid Form
	Price Proposal/Bid Schedule Form
	Appendix
	Attachments

1. Instructions to Bidders

- 1.1. **Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required for to perform concrete curb, gutter and sidewalk installation and all other work for the 2017 Safe Routes to School Project. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

Note: This project shall be constructed in accordance with the current Davis Bacon Wage Rate Determination (Refer to Appendix C).

IFB Questions:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

- 1.2. **Mandatory Pre-Bid Meeting:** **Prospective bidders are required to attend a mandatory pre-bid meeting on June 13, 2017 at 10:00am. Meeting location shall be in the City Hall Auditorium, located at City Hall, 250 N. 5th Street, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).**
- 1.3. **The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. **Prequalification Requirement: CITY ONLY** Contractors submitting bids over \$50,000 must be pre-qualified in accordance with the City's "*Rules and Procedures for Pre-qualification of Contractors*". All bids received by the specified time will be opened, but the City will reject bids over \$50,000 from contractors who have not been prequalified. Application forms for prequalification are available at the Administration Office of the Department of Public Works, City Hall, 250 North Fifth Street, Room 245. Call 970-256-4126 or 970-244-1555 for additional information. Contractors who are currently prequalified with the Colorado Department of Transportation (CDOT) will meet the requirements for prequalification by the City, unless the City has information or basis to the contrary. Due to the time required to process applications, **all applications must be submitted no later than two weeks prior to the Response Due Date.** Application link: <http://www.gjcity.org/PreQualification.aspx>
- 1.5. **Submission:** **Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** **This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals.** (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our "**Electronic Vendor Registration Guide**" at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)

- 1.6. **Modification and Withdrawal of Bids Before Opening.** Bids may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Bids are to be submitted at any time prior to Bid Opening.
- 1.7. **Printed Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.

The Offeror shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended amount prices. When an item in the Price Bid Schedule provides a choice to be made by the Offeror, Offeror's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Bid.

All blank spaces in the Price Bid Schedule must be properly filled out.

Bids by corporations must be executed in the corporate name by the president or vice president or other corporate office accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Offeror's Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Contractor's Bid Form.

The contact information to which communications regarding the Bid are to be directed must be shown.

- 1.8. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.9. **Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <http://www.gjcity.org/BidOpenings.aspx>.
- 1.10. **Additional Documents:** The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction", Plans, Specifications and other Bid Documents are available for review or download on the Public Works & Planning/Engineering page at www.gjcity.org. Electronic copies may be obtained on a CD format at the Department of Public Works and Planning at City Hall.

1.11. Definitions and Terms: See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.

1.12. Examination of Specifications: Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Offeror shall, at a minimum:

- a. Examine the *Contract Documents* thoroughly;
- b. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the Work;
- c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
- d. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;
- e. Notify the Engineer of all conflicts, errors, ambiguities or discrepancies in or among the *Contract Documents*

On request, the Owner will provide each Offeror access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Offeror's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (including without limitation, surface, subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the work and which the Offeror deems necessary to determine its Bid for performing the work in accordance with the time, price and other terms and conditions of the Contract Documents. Location of any excavation or boring made by Offeror shall be subject to prior approval of Owner and applicable agencies. Offeror shall fill all holes, restore all pavements to match the existing structural section and shall clean up and restore the site to its former condition upon completion of such exploration. The Owner reserves the right to require the Offeror to execute an access agreement with the Owner prior to accessing the site.

The lands upon which the Work is to be performed, rights of way, and access thereto, and other lands designated for use by Contractor in performing the Work, are identified on the Drawings.

Information and data reflected in the *Contract Documents* with respect to underground utilities at or contiguous to the site are based upon information and data furnished to the Owner and the Engineer by the owners of such underground utilities or others, and the Owner does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the *Contract Documents*.

By submission of a Bid, the Offeror shall be conclusively presumed to represent that the Offeror has complied with every requirement of these Instructions to Bidders, that the *Contract Documents* are not ambiguous and are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

- 1.13. **Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
- 1.14. **Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <http://www.gjcity.org/BidOpenings.aspx>. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.15. **Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.16. **Sales and Use Taxes:** The Contractor and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures and equipment.
- 1.17. **Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.18. **Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.19. **Disqualification of Bidders:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the Owner, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence that they are responsible, have a practical knowledge of the project bid upon and that they have the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Bidder and Bid:

- a. More than one Bid is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
- b. Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future work of the Owner until such participant has been reinstated as a qualified bidder.

1.20. Public Disclosure Record: If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a City/County employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City/County.

2. General Contract Conditions for Construction Projects

- 2.1. The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the City/County, shall constitute a contract equally binding between the City/County and Contractor. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.2. The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed in not less than triplicate by the Owner (City/County) and Contractor. City/County will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City/County are, and shall remain, City/County property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 2.4. The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such

observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.

- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** As soon as practicable after bids are received and prior to the award of the contract, the successful Contractor shall furnish to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at their discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.

- 2.8. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work, and are as such, estimates only. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price except as set forth in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items) as set forth in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.
- 2.9. Substitutions:** The materials, products and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless the Offeror submits a written request for approval to the City Purchasing Division at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Offeror shall set forth changes in other materials, equipment, or other portions of the Work including changes of the work of other contracts, which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Offerors shall not rely upon approvals made in any other manner.
- 2.10. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 2.11. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.
- 2.12. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in

any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

- 2.13. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- 2.14. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.15. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his tools, construction equipment, machinery and surplus materials.
- 2.16. Insurance:** The Contractor shall secure and maintain such insurance policies as will provide the coverage and contain other provisions specified in the General Contract Conditions, or as modified in the Special Contract Conditions.

The Contractor shall file a copy of the policies or Certificates of Insurance acceptable to the City with the Engineer within ten (10) Calendar Days after issuance of the Notice of Award. These Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled unless at least thirty (30) Calendar Days prior written notice has been given to the City.

- 2.17. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.18. Miscellaneous Conditions:** **Material Availability:** Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. **OSHA Standards:** All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.

- 2.19. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.
- 2.20. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.21. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.22. Bid Bond:** Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado, and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful bidder has ten calendar days to enter into a contractor in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

Each bidder shall guaranty its total bid price for a period of sixty (60) Calendar Days from the date of the bid opening.

- 2.23. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the

surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

- 2.24. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.25. Liquidated Damages for Failure to Enter Into Contract: CITY ONLY** Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.26. Liquidated Damages for Failure to Meet Project Completion Schedule: CITY ONLY** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$350.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives is written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be

finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the City may use its own forces or hire other parties to obtain Substantial or Final Completion of the work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

- 2.27. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.
- 2.28. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.29. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.30. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.31. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.32. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.33. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- 2.30. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.31. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.32. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.33. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.34. Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this IFB.
- 2.35. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.36. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.36.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.36.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.36.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.37. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.38. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ

illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).

- 2.39. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.40. Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.41. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.42. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.43. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.44. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

Items for non-responsiveness may include, but not be limited to:

- a. Submission of the Bid on forms other than those supplied by the City;
- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- c. Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;

- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
- f. Failure to list the names of Subcontractors used in the Bid preparation as may be required in the Solicitation Documents;
- g. Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Bid with any other bid or contract; and
- i. Failure to calculate Bid prices as described herein.

2.45. Evaluation of Bids and Offers: The Owner reserves the right to:

- reject any and all Bids,
- waive any and all informalities,
- negotiate final terms with the Successful Bidder, and
- disregard any and all nonconforming, nonresponsive or conditional Bids.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and Extended Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The corrected extensions and totals will be shown in the tabulation of Bids.

The Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations performance data, and guarantees of materials and equipment may also be considered by the Owner.

The Owner will conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Offeror, proposed Subcontractors and other persons and organizations to do the Work in accordance with the *Contract Documents* to the City's satisfaction within the Contract Time.

The Offeror shall furnish the Owner all information and data requested by the Owner to determine the ability of the Offeror to perform the Work. The Owner reserves the right to reject the Bid if the evidence submitted by, or investigation of such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

By submitting a Bid, each Offeror authorizes the Owner to perform such investigation of the Offeror as the Owner deems necessary to establish the responsibility, qualifications and financial ability of the Offeror and, by its signature thereon, authorizes the Owner to obtain reference information concerning the Offeror and releases the party providing such information and the Owner from any and all liability to the Offeror as a result of such reference information so provided.

The Owner reserves the right to reject the Bid of any Offeror who does not pass any evaluation to the Owner's satisfaction.

If the Contract is to be awarded, it will be awarded to the Offeror who, by evaluation, the Owner determines will best meet the Owner's interests.

The Owner reserves the right to accept or reject the Work contained in any of the Price Bid Schedules or alternates, either in whole or in part.

2.46. Award of Contract: Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. In the event that the Work is contained in more than one Bid Schedule, the City may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Bid Opening, the City will issue a Notice of Award to the Successful Bidder which will be accompanied by four (4) unsigned copies of the Contract and the Performance and Payment Bond forms. Within ten (10) Calendar Days thereafter, the Successful Bidder shall sign and deliver four (4) copies of the Contract, Performance Bond, Payment Bond and Certificates of Insurance to the City. Within ten (10) Calendar Days thereafter, the City will deliver two (2) fully executed counterparts of the Contract to the Contractor. No contract shall exist between the Successful Bidder and the City and the Successful Bidder shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Successful Bidder's failure to sign and submit a Contract and other documents set forth in this Paragraph within the prescribed time shall be just cause of annulment of the award, and forfeiture of the Bid Guaranty. The award of Contract may then be made to the next qualified Bidder in the same manner as previously prescribed.

2.47. Ownership: All plans, prints, designs, concepts, etc., shall become the property of the Owner.

2.48. Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

2.49. Patents/Copyrights: The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.

- 2.50. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.51. Venue:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.52. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.
- 2.53. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.54. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.55. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.56. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.56.1. "Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

3. Statement of Work

3.1. GENERAL: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to perform concrete curb, gutter and sidewalk installation and all other work for the 2017 Safe Routes to School Project. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

NOTE: The descriptions of the pay items listed in the Price Bid Schedule for this Project may not agree with those listed in the Standard Specifications. Payment for all Work performed, as required in the Contract Documents, will be in accordance with the items and units listed in the Price Bid Schedule.

The performance of the Work for this Project shall conform to the General Contract conditions presented in the City of Grand Junction's Standard Contract Documents for Capital Improvements Construction, revised July 2010, except as specifically modified or supplemented herein or on the Construction Drawings.

3.2. PROJECT DESCRIPTION: The project generally consists of the installation of 534 square yards of monolithic curb, gutter and sidewalk, 101 square yards of concrete driveway section, 186 square yards of concrete curb ramp and 420 square yards of asphalt patching. All concrete and asphalt installation shall include 6" of Class 6 aggregate base course (approximately 500 ton).

Note: This project shall be constructed in accordance with the current Davis Bacon Wage Rate Determination (Refer to Appendix B). For further information contact Kristen Ashbeck, City of Grand Junction Sr. Planner, Community Development at (970) 244-1491.

3.3. SPECIAL CONDITIONS & PROVISIONS:

3.3.1 Mandatory Pre-Bid Meeting: Prospective bidders are required to attend a mandatory pre-bid meeting on June 13, 2017 at 10:00am. Meeting location shall be in the City Hall Auditorium, located at City Hall, 250 N. 5th Street, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

3.3.2 QUESTIONS REGARDING SOLICIATION PROCESS/SCOPE OF WORK:

Duane Hoff Jr., Senior Buyer
City of Grand Junction
duaneh@gjcity.org

3.3.3 Project Manager: The Project Manager for the Project is Jerod Timothy, who can be reached at (970)244-1565. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
Department of Public Works and Planning
Attn: Jerod Timothy, Project Manager
250 North Fifth Street
Grand Junction, CO 81501

3.3.4 Affirmative Action: The Contractor is not required to submit a written Affirmative Action Program for the Project.

3.3.5 Pricing: Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

3.3.6 Freight/Shipping: All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the project site(s), Grand Junction, CO.

Contractor must meet all federal, state, and local rules, regulations, and requirements for providing such services.

3.3.7 Contract: A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included In the IFB shall be incorporated into the contract by reference.

A. The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements

contained therein.

B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.3.8 Time of Completion: The scheduled time of Completion for the Project is 40 Calendar Days from the starting date specified in the Notice to Proceed.

Completion is achieved when site cleanup and all punch list items (resulting from the final inspection) have been completed. Completion shall have the meaning set forth in Article I, Section 3 (Definitions and Terms) of the General Contract Conditions.

3.3.9 Working Days and Hours: The working days and hours shall be as stated in the General Contract Conditions or as mutually agreed upon in the preconstruction meeting with the following exception:

All work shall be performed between the hours of 7:00 AM to 5:00 PM.

3.3.10 Licenses and Permits: Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractors expense. See Section 2.12. Contractor shall supply to Owner all copies of finalized permits.

3.3.11 Permits: The following permits are required for the Project and will be obtained by the City at no cost to the Contractor:

CDOT Special Use Permit – The City has obtained the Special Use Permit and supplied a traffic control plan for work in CDOT right of way. The Contractor shall adhere to the plan supplied. See Appendix C for Traffic Control Plan and Special Use Permit Specifications.

The following permits are required for the Project and shall be obtained and paid for by the Contractor, with the costs included in the total bid price for the Project:

None

3.3.12 City Furnished Materials: The City will furnish the following materials for the Project:

- Door-hangers
- Push Button Crosswalk Pedestal and appurtenances including conduit.

3.3.13 Project Newsletters: A newsletter for the Project will be prepared and distributed by the City. It will include general information about the Project including interruptions in utility services, street closures, parking restrictions, project schedule, and the names and telephone numbers of the contacts for the City and Contractor.

The newsletter will be mailed approximately one week before the Contractor commences work.

The Contractor will be responsible for notifying all businesses and / or residents located adjacent to the work. Door hanger notifications shall be distributed at least two (2) working days prior to the day the work is scheduled to begin.

3.3.14 Project Sign: Project signs, if any, will be furnished and installed by the City.

3.3.15 Authorized Representatives of the City: Those authorized to represent the City shall include Purchasing Agent, Engineers, and Inspectors employed by the City, only.

3.3.16 Stockpiling Materials and Equipment: All stockpiling/storage shall be in accordance with General Contract Condition Section 51.

3.3.17 Traffic Control: The Contractor shall provide and maintain traffic control in accordance with the approved Traffic Control Plan and the Manual on Uniform Traffic Control Devices. A Traffic Control Plan shall be prepared by the Contractor and reviewed by the City two days prior to the pre-construction meeting.

3.3.18 Clean-Up: The Contractor is responsible for cleaning up all loose materials that have been deposited or swept into gutters, and onto sidewalks and driveways as a result of sidewalk operations. The costs for all clean-up work shall be considered incidental and will not be paid for separately.

3.3.19 Schedule of Submittals: Contractor shall deliver these submittals at least two days prior to the pre-construction meeting:

- Traffic Control Plans
- Project Schedule (28 ¾ Rd to be completed first)
- Concrete Mix Design
- Asphalt Mix Design
- Class 6 Base Course Gradation, Proctor Curve
- ACI Flat Work Finisher and Technician Certification

3.3.20 Uranium Mill Tailings: It is anticipated that radioactive mill tailings will not be encountered on this Project.

3.3.21 Fugitive Petroleum or Other Contamination: It is anticipated that soil contamination from fugitive petroleum or other contaminants will not be encountered with the Project.

3.3.22 Excess Material: All excess materials shall be disposed in accordance with General Contract Condition Section 50.

3.3.23 Existing Utilities and Structures: Utilities were not potholed during design of this project. The location of existing utilities and structures shown on the Plans is approximate with the information gathered during design. It is the responsibility of the

Contractor to pothole/locate and protect all structures and utilities in accordance with General Contract Condition Section 37.

The Contractor shall be aware of irrigation main and laterals that may not be located. It is the Contractors responsibility to pothole irrigation main and laterals prior to construction.

3.3.24 Incidental Items: Any item of work not specifically identified or paid for directly, but which is necessary for the satisfactory completion of any paid items of work, will be considered as incidental to those items, and will be included in the cost of those items.

3.3.25 Survey: The Contractor shall give the City survey crew a minimum of 72 hours' notice for all requested survey.

3.3.26 Work to be Performed by the City (Prior to Construction):

- Sign removal and relocation (City of Grand Junction)
- Traffic camera installation (City of Grand Junction)
- Tree removal (City of Grand Junction)
- Utility pole relocation (Xcel)

3.3.27 Existing Concrete Sidewalks, Pans, Fillets, Curbs and Gutters: The existing sidewalks, pans, fillets, curb and gutter are in good serviceable condition. In most instances the installation of new sidewalk and pavement will be adjacent to existing concrete. The Contractor will need to protect all concrete adjacent to construction. If the concrete is damaged during construction the Contractor will be responsible for its replacement at no cost to the City. The Contractor, the City Project Inspector, and/or the City Project Manager will walk and record any concrete that is deemed to be damaged before construction has started.

3.3.28 ACI Concrete and Flatwork Finisher and Technician: Hand finishing concrete will be permitted only when performed under the direct supervision of a craftsman holding the following certificate: ACI Concrete Flatwork Finisher and Technician (ACICFFT) or other Flatwork Finisher certification program approved by the City Engineering Manager.

3.3.29 Asphalt Patching: Patching to take place on 28 ³/₄ Adjacent to all new concrete shall be finished at 1/2" below the edge of gutter. Following construction the City of Grand Junction will overlay 28 ³/₄ Road.

3.4. SCOPE OF WORK:

STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION:

The *City of Grand Junction Standard Specifications for Road and Bridge Construction* are hereby modified or supplemented for this Project by the following modifications to *The Standard Specifications for Road and Bridge Construction*, State Department of Highways, Division of Highways, State of Colorado:

SP-1 SECTION 202 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

Subsection 202.07, add the following:

All concrete removal required for installation of new will be considered incidental and will not be measured or paid for separately.

Subsection 202.12, add the following:

Locations of saw cuts shall be determined and directed by the Construction Inspector or the Engineer. Saw cuts shall be incidental to work.

SP-2 SECTION 207 – TOPSOIL

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

Subsection 207.02, add the following:

Edge Treatment

Subsection 207.04, add the following:

Topsoil shall be placed at back of walk as specified per plan.

SP-3 SECTION 208 – EROSION CONTROL

For inlet protection along Major Arterial or Collector Street sections the only approved inlet protections shall be a filter sock.

Add the following to this subsection:

208.05(n) Add the Following:

Concrete Washout Structure:

Water for clean-up of equipment used in the mixing or distribution of concrete shall not be discharged to any storm water facilities, drain ways, or deposited into any open fields.

The waste water used shall either be wasted on an open excavation area or in an onsite detention facility for future disposal.

Subsection 208.08 Payment for Best Management Practices.

The disposal of wash water shall be considered incidental to the concrete and will not be measured for or paid for separately.

Add the following to this subsection:

Pay Item

Erosion Control (Complete In Place)

Pay Unit

Lump Sum

Erosion Control (Complete in Place) shall include storm drain inlet protection and the concrete

washout structure.

SP-4 SECTION 210 – RESET STRUCTURES

Section 210 of the Standard Specifications is hereby revised for this project as follows:

Add the following to **210.11.2, Landscape Appurtenances**

Sprinkler Systems:

The Contractor shall reset the components of all buried sprinkler systems that are removed, damaged or specified to be reset during the installation of the curb, gutter, sidewalk. Prior to excavation, the Contractor shall contact the property owner and jointly observe the irrigation system to determine if the system is in good working order and to note any deficiencies (photos and documentation of the existing system are recommended). Individual sprinklers and all connected appurtenances (sprinkler heads, swing pipe, etc.), shall be measured as one component. The Contractor shall furnish fittings of the same type and brand as the existing sprinkler system when reconnecting. Each irrigation system shall be pressurized and checked for leaks. All work associated with the resetting of sprinkler shall be included in the cost for the pay item of reset sprinkler.

210.12, Method of Measurement shall include the following:

The quantity to be measured for reset sprinkler (each) shall be the number of sprinklers that were reset. The Contract unit price for Reset Sprinkler shall include payment for all materials, labor, equipment and all incidentals.

210.13, Basis of Payment shall include the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Reset Structures-Reset Sprinkler	Each

SP-5 SECTION 210 – RESET STRUCTURES

Section 210 of the Standard Specifications is hereby revised for this project as follows:

Add the following to **210.10, Adjust Structure**

Adjust Irrigation Box:

The Contractor shall modify the existing irrigation box to match proposed top back of walk grade. Top of box shall be formed and poured in place. The work shall include, but may not be limited to concrete, No. #4 rebar to be set at each corner of box, wet set bolt to include washer and nut and custom fabricated grated lid. See Plan Sheet 6 for details.

210.12, Method of Measurement shall include the following:

The quantity to be measured for Adjust Irrigation Box (each). The Contract unit price shall include payment for all materials, labor, equipment and all incidentals.

210.13, Basis of Payment shall include the following:

Pay Item
Adjust Irrigation Box

Pay Unit
Each

SP-6 SECTION 601 – STRUCTURAL CONCRETE

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

Subsection 601.02, Classification:

CONCRETE SHALL MEET THE FOLLOWING REQUIREMENTS:

- 4,500 PSI Compressive at 28 Days
- 6% air \pm 1.5%
- Slump 4", Loads exceeding 4 ½" shall be rejected
- Maximum Water Cement Ratio no greater than 0.45.

Subsection 601.06, Batching:

This CDOT Specification has been added to this Project:

The Contractor shall furnish a batch ticket (delivery ticket) with each load for all concrete. Concrete delivered without a batch ticket containing complete information as specified shall be rejected. The Contractor shall collect and complete the batch ticket at the placement site and deliver all batch tickets to the Engineer or his representative at the end of each day. The Engineer or his representative shall have access to the batch tickets at any time during the placement. The following information shall be provided on each ticket:

1. Suppliers name and date
2. Truck number
3. Project name and location
4. Concrete class and designation number
5. Cubic yards batched
6. Type brand and amount of each admixture
7. Type, brand, and amount of cement and fly ash
8. Weights of fine and course aggregates
9. Moisture of fine and course aggregates
10. Gallons of batch water

The contractor shall add the following information to the batch ticket at time of placement:

1. Gallons of water added by the truck operator.
2. Number of revolutions of the drum for mixing
3. Discharge time

SP-7 SECTION 608 – CURBS, GUTTERS, SIDEWALKS, AND TRAILS

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

Subsections 608.06, Basis of Payment shall include the following:

The Contract Unit Price for the various concrete items shall be full compensation for all equipment, labor, materials, and incidentals required for the complete installation. Incidental items include subgrade compaction, cutting and removal of asphalt in areas where concrete will be installed; removal of existing concrete, disposal of excavated and removed materials; furnishing, placement and compaction of Aggregate Base Course; forming, furnishing and placement, finishing, curing and protection of the concrete; reinforcing steel and joint filler.

SP-8 SECTION 630 - CONSTRUCTION ZONE TRAFFIC CONTROL

Subsection 630.09, Traffic Control Plan, shall include the following:

The following guidelines and limitations shall apply to the traffic control:

1. Two way traffic shall be maintained on all streets (unless otherwise approved).
2. Concrete activities shall be coordinated so that concrete trucks and other vehicles do not block the traffic lanes.
3. All incidental costs shall be included in the original contract price for the project. Flagging shall be considered incidental and included in Traffic Control (Complete in Place).

Sidewalks that are obstructed or under construction shall be barricaded, as required for pedestrian safety.

3.5. Attachments:

Appendix A – Project Submittal Form
Appendix B – Bidder Certifications/Federal Requirements Packed
Appendix C – CDOT Special Use Permit and TCP
Drawings

3.6. Contractor Bid Documents: For Contractor's convenience, the following is a list of forms/items to be submitted with the Contractor's bid response. However, should a form/item not be listed in this section, but required in the solicitation documents, it is the Contractor's responsibility to ensure all forms/items are submitted.

- **Contractor's Bid Form**
- **Price Bid Schedule**
- **Bidder Certifications/Federal Requirements Packet**

3.7. IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available	June 2, 2017
Mandatory Pre-Bid Meeting	June 13, 2017
Inquiry deadline, no questions after this date	June 16, 2017
Addendum Posted	June 19, 2017
Submittal deadline for proposals	June 22, 2017
Notice of Award & Contract execution	June 23, 2017
Bonding & Insurance Cert due	June 30, 2017
Preconstruction meeting	July 10, 2017
Work begins no later than	July 17, 2017

Final Completion

Holidays:

40 Calendar Days for Notice to
Proceed
July 4, 2017

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-4380-17-DH "2017 Safe Routes to School"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

City _____ **State** _____ **Zip** _____

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: _____

Authorized Signature: _____

Title: _____

Bid Schedule: 2017 Safe Routes to School

Contractor: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	108	(2) 2" Electrical Conduit (City Supplied) Work Shall include 1'x1' Concrete Pad (8" Thick) and wet set j-bolts (City Supplied) for Pedestrian Pedestal. See Plan Sheet 10 for location.	1.	Lump	\$ _____	\$ _____
2	108	4" Conduit (SDR 35) to include Connection/grout at Irrigation Box. See Plan Sheet 6 for Location.	1.	LUMP	\$ _____	\$ _____
3	202	Concrete Removal to Include Saw Cut	63.	SY	\$ _____	\$ _____
4	202	Asphalt Removal	811.	SY	\$ _____	\$ _____
5	207	Topsoil (Edge Treatment)	10.	CY	\$ _____	\$ _____
6	208	Erosion Control (Complete in Place)	1.	Lump	\$ _____	\$ _____
7	210	Reset Sprinkler - See SP - 4 for Details.	5.	EA	\$ _____	\$ _____
8	210	Adjust Manhole Rim to Finish Grade - The cast iron ring shall be set to final pitch and elevation using steel shims.	1.	EA	\$ _____	\$ _____
9	210	Adjust Irrigation Box - See SP - 5 for details.	2.	EA	\$ _____	\$ _____
10	304/401	Hot Bituminous Pavement (Patching) (4 inch thick) (Grading SX)	420.	SY	\$ _____	\$ _____
11	304	Aggregate Base Course (Class 6) (Unit Weight Used = 120 lbs/cubic foot) To be placed a minimum of 6" thick below all concrete and asphalt, edge treatment as specified and fill adjacent to wall.	500.	TON	\$ _____	\$ _____
12	608	Concrete Curb 6" x 16" (28 3/4 RD and Texas Ave.)	22.	LF	\$ _____	\$ _____
13	608	Concrete Curb Ramp	186.	SY	\$ _____	\$ _____
14	608	Monolithic Vertical Curb, Gutter and Sidewalk.	509.	SY	\$ _____	\$ _____
15	608	Monolithic Vertical Curb, Gutter and Sidewalk to include curb and thickened edge at back of walk. See Plan Sheet 10 for Location and Detail.	25.	SY	\$ _____	\$ _____
16	608	Concrete Driveway Section (6" Thick).	52.	SY	\$ _____	\$ _____

17	608	Concrete Driveway Section (8" Thick).	49.	SY	\$ _____	\$ _____
18	608	Detectable Warning (Wet Set) (Cast Iron) (2'x4')	14.	EA	\$ _____	\$ _____
19	608	Colored Concrete (4" Thick) (Davis Colors - Sunset Rose 1 LB 160)	4.5	SY	\$ _____	\$ _____
20	610	Washed Rock Surface for Gravel Driveways (Match Existing) (3" Thick)	5.	CY	\$ _____	\$ _____
21	620	Sanitary Facility	1.	LUMP	\$ _____	\$ _____
22	626	Mobilization	1.	LUMP	\$ _____	\$ _____
23	630	Traffic Control (Complete In Place)	1.	LUMP	\$ _____	\$ _____
24	630.09	Traffic Control Plan	1.	LUMP	\$ _____	\$ _____
25	SP - 1	Quality Control and Quality Assurance - Geotechnical Testing.	1.	LUMP	\$ _____	\$ _____
26	SP - 2	REDI ROCK Reinforced Wall to include all Appurtenances. See Plan Sheet 13 for details.	1.	LUMP	\$ _____	\$ _____
27	SP - 3	Striping Removal	1.	LUMP	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ <u>6,500.00</u>

Bid Amount: \$ _____

Bid Amount: _____ **dollars**

APPENDIX A
PROJECT SUBMITTAL FORM

PROJECT: 2017 Safe Routes to School Project

CONTRACTOR: _____

PROJECT ENGINEER: Jerod Timothy

Description	Date Received	Resubmittal Requested	Resubmittal Received	Date Accepted
-------------	---------------	-----------------------	----------------------	---------------

STREET CONSTRUCTION

Base Course Gradation, Proctor Curve				
Concrete Mix Design				
Asphalt Mix Design				
Detectable Warning (wet set cast iron)				

EROSION CONTROL / STORMWATER MANAGEMENT

Inlet Protection				
Concrete Washout				

PERMITS, PLANS, OTHER

REDI ROCK Block and appurtenances				
ACI Flatwork Finisher and Technician (ACICFFT)				
Traffic Control Plan				
Construction Schedule				
Appendix B (Bidder Certifications)				

APPENDIX B

BIDDER CERTIFICATIONS

- A. Equal Employment Opportunity – Executive Order 11246
- B. Section 3 and Segregated Facilities Certification
- C. Noncollusion Affidavit of Prime Contractor

**FOR PROJECTS FUNDED IN WHOLE OR PART BY
COMMUNITY DEVELOPMENT BLOCK GRANTS**

CERTIFICATE OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

If the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract will be awarded unless such a report is submitted.

CERTIFICATE OF BIDDER

Name and address of bidder (including zip code):

1. Bidder has participated in a previous contract or subcontract subject to Equal Opportunity Clause.

_____ Yes _____ No

2. Compliance reports were required to be filed in connection with such a contract or subcontract.

_____ Yes _____ No _____

Not applicable

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

_____ Yes _____ No _____

Not applicable

4. **Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?**

_____ **Yes** _____ **No**

Submitted By: _____

Title: _____

Signature: _____

Date: _____

NONCOLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of _____)
County of _____) ss.

_____ being first duly sworn, deposes and says that:

1. He is the _____ of _____, the bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or the bid of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Grand Junction or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties of interest, including the affiant.

Signed: _____

Title: _____

Subscribed and sworn to me this _____ day of _____, _____

By: _____
Notary Public

My commission expires: _____

REQUIRED FORMS FOR PROJECTS FUNDED IN WHOLE OR IN PART BY COMMUNITY DEVELOPMENT BLOCK GRANT MONIES

The work to be performed in this project is being funded, in whole or part, using Federal Community Development Block Grant (CDBG) monies. Federal procurement regulations require that the following items must be completed and submitted with your bid for consideration for contract award:

- A. Forms for Section 3 of the Housing and Urban Development Act of 1968:
 - Preliminary Statement of Work Force Needs
 - Affirmative Action Plan for Use of Project Area Businesses
 - Statement of Actual Work Force Needs
- B. Solicitation of Minority and Women Owned Business
- C. Contractor Ownership Information
- D. Subcontractor Ownership Information

Your completed forms shall be evaluated in assisting the City in determining responsiveness to federal regulatory compliance and may be used to determine whether or not the Contractor is responsible for the purposes of awarding the bid.

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

**PRELIMINARY STATEMENT OF WORK FORCE NEEDS
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: _____

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding\$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER-INCOME RESIDENTS
SKILLED					
SEMI-SKILLED					
UNSKILLED					
TRAINEE					

Methods to be used to achieve these goals: _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: _____

TITLE: _____

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

AFFIRMATIVE ACTION PLAN FOR USE OF PROJECT AREA BUSINESSES

PROJECT: _____

COMPANY: _____

NUMBER OF ALL SUBCONTRACTORS PROPOSED: _____

DOLLAR VALUE OF ALL SUBCONTRACTS PROPOSED: \$ _____

To the greatest extent feasible contracts will be awarded through negotiations or bid to qualified project area businesses (businesses located within the Grand Junction city limits).

Goal of these contracts for project area businesses:

Proposed type of subcontract

Approximate cost

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Outline the affirmative action plan to achieve these goals:

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

**STATEMENT OF ACTUAL WORK FORCE NEEDS
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: _____

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding\$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER-INCOME RESIDENTS
SKILLED					
SEMI-SKILLED					
UNSKILLED					
TRAINEE					

Methods to be used to achieve these goals: _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: _____

TITLE: _____

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

NOTE: This form is to be submitted to the City’s Engineer fifteen (15) days after start of construction.

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

CONTRACTOR OWNERSHIP INFORMATION

Project Name: _____

1. Legal Business Name: _____

2. Legal Business Address, including Zip Code

3. 9 + digit Federal ID # of Business (or SS No. of Principle Owner)

4. Business DUNS Number (required with bid): _____

5. Attach proof of SAM Registration (required with bid). To register visit www.sam.gov/portal

6. Business owner, partners and/or officers

<u>Name</u>	<u>Title</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Indicate the Ethnicity or Race of the Principle Ownership of the Contractor:

____ White ____ Black ____ Hispanic ____ Asian ____ Native American

7. Is the Contractor a Woman-Owned Business Enterprise? ____ Yes ____ No

The undersigned certify that the above information is true to the best of their knowledge.

Name of Owner or Authorized Representative

Date

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

SUBCONTRACTOR OWNERSHIP INFORMATION

Project Name: _____

1. Legal Business Name: _____

2. Legal Business Address, including Zip Code

3. 9 + digit Federal ID # of Business (or SS No. of Principle Owner)

4. Business DUNS Number (required with bid): _____

5. Attach proof of SAM registration (required with Bid). To register visit www.sam.gov/portal

6. Business owner, partners and/or officers

<u>Name</u>	<u>Title</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Indicate the Ethnicity or Race of the Principle Ownership of the Contractor:

_____ White _____ Black _____ Hispanic _____ Asian _____ Native American

7. Is the Contractor a Woman-Owned Business Enterprise? _____ Yes _____ No

The undersigned certify that the above information is true to the best of their knowledge.

Name of Owner or Authorized Representative

Date

ITEM F, PART I - FEDERAL REQUIREMENTS

The Contractor shall at all times during the execution of the project strictly adhere to, and comply with, all applicable federal, state and local 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 the project and/or contract. The Contractor shall also comply with and require compliance with these statutes and regulations in sub-agreements permitted with sub-contractors. A listing of some of the federal laws that may be applicable to the Work include:

- A. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- B. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- C. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- D. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5)
- E. Standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- F. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- G. Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable, in accordance with U.S.C. and/or CFR.
- H. The Hatch Act (5 U.S.C. 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.
- I. 42 USC 6101 et.seq. 42 USC 2000d, 29 USC 794, and implementing regulation, 45 CFR Part 80 et.seq. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds.
- J. The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213 47 USC 225 and 47 USC 611

- K. Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et. seq.).
- L. The Age Discrimination Act of 1975 and its implementing regulation, 24 CFR Part 146.
- M. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 as amended, and implementing regulation 45 CFR Part 84.
- N. Architectural Barriers Act, 42 U.S.C. 4151-4157; 24 CFR Parts 40 and 41.
- O. 24 CFR Part 85, concerning “Records retention, access to records, breach of contract and termination and bonding and insurance, Debarred contractors, and minority owned businesses”.
- P. Title VI of the Civil Rights Act of 1964 and implementing regulations.
- Q. 24 CFR Part 570; specifically including but not limited to 570.502, 503, 506 and 570.600 et. seq., sub-part K as applicable.
- R. 24 CFR Part 87 concerning “Lobbying.”

The Contractor shall include the foregoing provisions in any and all subcontract(s) and shall furthermore furnish certification/evidence of compliance to the City of its and any subcontractor’s compliance when requested by the City. Sanctions for non-compliance include but are not limited to withholding of payment and/or cancellation, termination, or suspension of the contract in whole or in part.

ITEM F, PART II -FEDERAL STATUTORY AND REGULATORY PROVISIONS

PURPOSE: The work to be performed under this Agreement is one an activity funded all or in part with federal Community Development Block Grant (CDBG) funds and is subject to applicable federal laws and regulations. This part contains the federal laws and regulations with which the CONTRACTOR/ SUBCONTRACTOR(S) is/are required to comply in the performance of the work. The contractual provisions of Special Provisions Item F Part II are made a part of the contract, and are hereby incorporated into this Agreement by this reference. In the event of any conflict in the provisions of this Part II and any other provisions not found in Part II, without specific statement of supersedure, the provisions of this Part II shall apply.

1. ACTIVITY RECORDS.

- a. Records to be Kept and Retention Period. Activity records shall be created and maintained by the CONTRACTOR, with respect to all matters covered by this Contract. Said records shall include, but are not limited to, accounting, purchasing, property, personnel, employment and fiscal matters relating to the project. Said records shall also include, but not be limited to, applicant, beneficiary, and employee information on race, age, sex, disability and familial status, if any. Such records concerning applicant and beneficiaries shall, in addition, include verifiable information on family address, family income (housing activities shall retain household income data which shall include income from all family members and other nonrelated members living in the household), and household size. All project records shall be retained by the CONTRACTOR for a period of three years after its receipt of the final payment of after all pending matters are closed, whichever date is later.
- b. Source Documentation. ALL CONTRACTOR costs, expenditures and obligations hereunder must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and subcontract award documents or other documents showing in detail the nature of such costs and obligations.
- c. Record Accessibility. Any pertinent books, documents, papers, or other records pertaining in whole or in part to this contract on the project shall be clearly identified and be made readily accessible to the CITY, HUD, and Comptroller General of the U.S., or any of their duly authorized representatives, upon request therefore, for the purpose of making audits, reviews, evaluations, excerpts and transcriptions. At such times and in such

Form as may be required, the CONTRACTOR shall furnish to the CITY, HUD, or the Comptroller General of the U.S. any of the records, reports, data, information or other documents enumerated in this paragraph. The CONTRACTOR shall furnish such information at no cost.

2. ACCOUNTING AND FINANCIAL MANAGEMENT.

- a. Bonding Requirements. For all agreements involving construction work exceeding \$100,000, in addition to CITY requirements, the following items shall be required as a minimum to be submitted by the CONTRACTOR/SUBGRANTEE to the CITY as a condition of the execution of this Agreement, a bid guarantee equivalent to five percent of the bid price, a

performance bond for 100 percent of the agreement price, and a payment bond for 100 percent of the agreement price.

- b. Indirect Costs Prohibition. All costs to be reimbursed by the CITY to the CONTRACTOR shall be direct costs. Such direct costs shall be identified in an Activity Budget spelling out in detail the specific sources and uses of any funds to be expended under this Agreement. No indirect costs (activities that are incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved shall be eligible for reimbursement, unless the CONTRACTOR/SUBGRANTEE already has a cost allocation plan meeting the Office of Management and Budget Circular, A-87 requirements, incorporated herein by reference and written documentation that the plan has been approved by HUD which shall also be incorporated herein by reference.

- c. Administrative Requirements and Cost Principles. CONTRACTOR, which is not governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non Profit Organizations", OMB Circular No. A-21 "Cost Principles for Educational Institutions," or 48 CFR Part 31 for for-profit organizations, and with the Attachment to OMB Circular No. A-110, as applicable.

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing Office of Labor Relations
Federal Labor Standards Provisions and Urban Development
Form HUD-4010 (07/2003)
Previous edition is obsolete Ref. Handbook 1344.1

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) 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.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination.

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 12150140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor 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 so 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of 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. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). 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 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or 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 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;
 - (2) That each 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 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) 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 subparagraph A.3.(ii)(b).
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action 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.

4. **Apprentices and Trainees.** (i) **Apprentices.** 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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen 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 worker 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 on 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** 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 U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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 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. In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: Whoever, for the purpose of . . . influencing in any way the action of such Administration... makes, utters or publishes any statement knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees.

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

DAVIS BACON WAGE RATE DETERMINATION

General Decision Number: CO170024 01/06/2017 CO24
 Superseded General Decision Number: CO20160024
 State: Colorado
 Construction Type: Highway
 Counties: Larimer, Mesa and Weld Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/06/2017

* ENGI0009-012 10/23/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)- Drill Rig Caisson (smaller than Watson 2500 and similar).....	\$ 24.73	9.15
(4)-Oiler Weld County.....	\$ 24.88	9.15
(5)-Drill Rig Caisson (Watson 2500 similar or larger).....	\$ 25.04	9.15

 SUCO2011-009 09/15/2011

	Rates	Fringes
CARPENTER		
Excludes Form Work.....	\$ 20.72	5.34
Form Work Only		
Larimer, Mesa.....	\$ 18.79	3.67
Weld.....	\$ 16.54	3.90

CEMENT MASON/CONCRETE FINISHER		
Larimer.....	\$ 16.05	3.00
Mesa.....	\$ 17.53	3.00
Weld.....	\$ 17.48	3.00

ELECTRICIAN		
Excludes Traffic Signalization		
Weld.....	\$ 33.45	7.58
Traffic Signalization		

Weld.....	\$ 25.84	6.66
FENCE ERECTOR		
Weld.....	\$ 17.46	3.47
GUARDRAIL INSTALLER		
Larmer, Weld.....	\$ 12.89	3.39
HIGHWAY/PARKING LOT STRIPING:Painter		
Larimer.....	\$ 14.79	3.98
Mesa.....	\$ 14.75	3.21
Weld.....	\$ 14.66	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation)		
Larimer, Weld.....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Excludes Guardrail Installation)		
Larimer, Weld.....	\$ 18.22	6.01
LABORER		
Asphalt Raker		
Larimer.....	\$ 18.66	4.66
Weld.....	\$ 16.72	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender-		
Cement/Concrete.....	\$ 16.29	4.25
Pipelayer		
Larimer.....	\$ 17.27	3.83
Mesa, Weld.....	\$ 16.23	3.36
Traffic Control (Flagger)...	\$ 9.55	3.05
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags)(Excludes Flaggers)		
Larimer, Weld.....	\$ 12.43	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		

Asphalt Laydown		
Larimer.....	\$ 26.75	5.39
Mesa,Weld.....	\$ 23.93	7.72
Asphalt Paver.....	\$ 21.50	3.50
Asphalt Roller		
Larimer.....	\$ 23.57	3.50
Mesa.....	\$ 24.25	3.50
Weld.....	\$ 27.23	3.50
Asphalt Spreader		
Larimer.....	\$ 25.88	6.80
Mesa, Weld.....	\$ 23.66	7.36
Backhoe/Trackhoe		
Larimer.....	\$ 21.46	4.85
Mesa.....	\$ 19.81	6.34
Weld.....	\$ 20.98	6.33
Bobcat/Skid Loader		
Larimer.....	\$ 17.13	4.46
Mesa, Weld.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Larimer.....	\$ 23.55	6.20
Mesa.....	\$ 23.38	6.58
Weld.....	\$ 23.23	6.89
Bulldozer		
Larimer, Weld.....	\$ 22.05	6.23
Mesa.....	\$ 22.67	8.72
Crane.....	\$ 26.75	6.16
Drill		
Larimer, Weld.....	\$ 31.39	0.00
Mesa.....	\$ 35.06	0.00
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Larimer.....	\$ 24.82	5.75
Mesa.....	\$ 23.42	9.22
Weld.....	\$ 24.53	6.15
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Larimer.....	\$ 20.45	3.50
Mesa.....	\$ 22.44	9.22
Weld.....	\$ 23.92	6.67
Mechanic		
Larimer.....	\$ 27.68	4.57
Mesa.....	\$ 25.50	5.38
Weld.....	\$ 24.67	5.68
Oiler		
Larimer.....	\$ 24.16	8.35
Mesa.....	\$ 23.93	9.22
Roller/Compactor (Dirt and Grade Compaction)		
Mesa, Weld.....	\$ 21.33	6.99

Roller/Compactor (Dirt and Grade Compaction)		
Larimer.....	\$ 23.67	8.22
Rotomill		
Larimer.....	\$ 18.59	4.41
Weld.....	\$ 16.22	4.41
Scraper		
Larimer.....	\$ 21.33	3.50
Mesa.....	\$ 24.06	4.13
Weld.....	\$ 30.14	1.40
Screed		
Larimer.....	\$ 27.20	5.52
Mesa.....	\$ 27.24	5.04
Weld.....	\$ 27.95	3.50
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Groundsman		
Larimer.....	\$ 11.44	2.84
Mesa.....	\$ 16.00	5.85
Weld.....	\$ 16.93	3.58

TRUCK DRIVER

Distributor		
Larimer.....	\$ 19.28	4.89
Mesa.....	\$ 19.17	4.84
Weld.....	\$ 20.61	5.27
Dump Truck		
Larimer.....	\$ 18.86	3.50
Mesa.....	\$ 15.27	4.28
Weld.....	\$ 15.27	5.27
Lowboy Truck		
Larimer.....	\$ 18.96	5.30
Mesa,Weld.....	\$ 18.84	5.17
Mechanic.....	\$ 26.48	3.50
Multi-Purpose Specialty & Hoisting Truck		
Larimer, Mesa.....	\$ 16.65	5.46
Weld.....	\$ 16.87	5.56
Pickup and Pilot Car.....	\$ 13.93	3.68
Semi/Trailer Truck.....	\$ 18.39	4.13
Truck Mounted Attenuator....	\$ 12.43	3.22
Water Truck		
Larimer.....	\$ 19.14	4.99
Mesa.....	\$ 15.96	5.27
Weld.....	\$ 19.28	5.04

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers: A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers: Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers: Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

APPENDIX C

CDOT Special Use Permit and TCP

CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

The following Standard Provisions are terms and conditions of this permit:

Effective January 1, 2008

Utility work authorized under this permit shall comply with the requirements of the State Highway Utility Accommodation Code, and applicable federal, state, local, and industry codes and regulations.

Construction of any portion of the highway facility, including the pavement structure, subsurface support, drainage, landscaping elements and all appurtenant features, shall comply with the provisions of the CDOT Standard Specifications for Road and Bridge Construction, and with the Colorado Standard Plans (M & S Standards).

1. COMMENCEMENT AND COMPLETION

Work on highway Right of Way (ROW) shall not commence prior to issuance of a fully endorsed and validated permit.

Permittee shall notify the CDOT inspector:

- a. At least 2 working days prior to commencing work, or resuming operations which have been suspended for five or more consecutive working days
- b. When suspending operations for 5 or more working days
- c. Upon completion of work.

Work shall not proceed beyond a completion date specified in the Special Provisions without written approval of the Department.

2. PLANS, PLAN REVISIONS, ALTERED WORK

Plans or work sketch (EXHIBIT A) are subject to CDOT approval. A copy of the approved plans or sketch must be available on site during work. Plan revisions or altered work differing in scope or nature from that authorized under this permit, are subject to CDOT prior approval. Permittee shall promptly notify the CDOT inspector of changed or unforeseen conditions, which may occur on the job.

3. INSURANCE

Insurance Requirements for Utility and Special-Use Permits (Revised 7-05 per State Requirements)

A. The Permittee shall obtain, and maintain at all times during the performance of work authorized by this Permit, insurance in the following kinds and amounts. The Permittee shall require any Contractor working for them within the State Highway Right of Way to obtain like coverage. The Permittee shall also require any Contractor or Consultant performing work described in subparagraph 4) below, to obtain Professional Liability Insurance.

- 1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all employees acting within the course and scope of their employment and work on the activities authorized by this Permit.
- 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Consultants, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$2,000,000 general aggregate;
 - c. \$2,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire;

- e. For any permanent Permittee-owned installations located within the State Highway Right of Way, highway repairs, or site restoration, Completed Operations coverage shall be provided for a minimum period of one year following final acceptance of work.

If any aggregate limit is reduced below 1,000,000 because of claims made or paid, the Permittee, or as applicable - their Contractor, shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CDOT a certificate or other document satisfactory to CDOT showing compliance with this provision.

- 3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
 - 4) For any: a) engineering design; b) construction inspection; or, c) traffic control plans approved by a Traffic Control Supervisor; done in association with the operations or installations authorized by this permit, Professional Liability Insurance with minimum limits of liability of not less than \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. If the policy is written on a Claims Made form, the Permittee, or, as applicable - their Consultant or Contractor, shall renew and maintain Professional Liability Insurance for a minimum of two years following final acceptance of the work, or provide a project specific Policy with a two year extended reporting provision.
 - 5) Pollution Legal Liability Insurance with minimum limits of liability of \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. CDOT shall be named as an additional insured to the Pollution Legal Liability policy. If the Policy is a component of the Professional Liability Policy, the Additional Insured requirement is waived, and the Policy shall be written on a Claims Made form, with an extended reporting period of at least two year following final acceptance of the work.
 - 6) Umbrella or Excess Liability Insurance with minimum limits of \$1,000,000. This policy shall become primary (drop down) in the event the primary Liability Policy limits are impaired or exhausted. The Policy shall be written on an Occurrence form and shall be following form of the primary. The following form Excess Liability shall include CDOT as an additional insured.
- B. CDOT shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies. Completed operations additional insured coverage shall be on endorsements CG 2010 11/85, CG 2037, or equivalent. Coverage required by the Permit will be primary over any insurance or self-insurance program carried by the State of Colorado.
- C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to CDOT by certified mail.
 - D. The Permittee, or, as applicable - their Contractor or Consultant, will require all insurance policies in any way related to the Permit and secured and maintained by the Permittee, Contractor or Consultant, to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against CDOT, its agencies, institutions, organizations, officers, agents, employees and volunteers.
 - E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to CDOT.
 - F. The Permittee, or as applicable - their Contractor or Consultant, shall provide certificates showing insurance coverage required by this Permit to CDOT prior to commencing work. No later than 15 days prior to the expiration date of any such coverage, the Permittee, Contractor or Consultant, shall deliver CDOT certificates of insurance evidencing renewals thereof. At any time during the term

CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

of this contract, CDOT may request in writing, and the Permittee, Contractor or Consultant, shall thereupon within 10 days supply to CDOT, evidence satisfactory to CDOT of compliance with the provisions of this section.

- G. Notwithstanding subsection A of this section, if the Permittee is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, *et seq.*, as amended ("Act"), the Permittee shall at all times during the term of this permit maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by CDOT, the Permittee shall show proof of such insurance satisfactory to CDOT. Public entity Permittees are not required to name CDOT as an Additional Insured.
- H. If the Permittee engages a Contractor and/or Consultant to act independently from the Permittee on the permitted work, that Contractor and/or Consultant shall be required to provide an endorsement naming CDOT as an Additional Insured on their Commercial General Liability, Auto Liability, Pollution Legal Liability and Umbrella or Excess Liability policies.

4. WORK WHERE DEPARTMENT LACKS AUTHORITY

Utility work within municipal boundaries (pursuant to 43-2-135 CRS), on certain public lands, or on private property, may require separate approval of the appropriate jurisdictional agency or property owner.

5. INSTALLATIONS ON FREEWAYS

CDOT may permit utility accommodations on freeways, including but not limited to the Interstate System, only in accordance with Utility Accommodation Code provisions. Special case exceptions as defined therein may be permitted only in accordance with FHWA-approved Departmental policy.

6. JOINT USE ALTERNATIVES

As directed or approved by CDOT, if necessary for the safe and efficient use of the ROW, Permittee shall utilize joint use facilities such as the placement of two or more separate lines in a common trench, or attachment to the same overhead support. The Permittee will be responsible for proper coordination with other affected utilities.

7. ATTACHMENT TO HIGHWAY STRUCTURES

Permittee is responsible for designing structure attachments, subject to the approval of the CDOT Staff Bridge Design Engineer.

8. DRAINAGEWAYS AND WATERCOURSES

The flow of water shall not ever be impaired or interrupted. Where possible, crossings of ditches, canals or water-carrying structures shall be bored or jacked beneath. Irrigation ditch or canal crossings require approval of the ditch company or owner. Permittee shall repair damage to any drainage facility to the satisfaction of the owner.

9. TRAFFIC CONTROL PLAN

- a. Prior to commencing work, the Permittee shall develop and submit to the Department for acceptance, a Traffic Control Plan (TCP) for any accommodation work that will affect traffic movement or safety. The Permittee shall implement the TCP and utilize traffic control devices as necessary to ensure the safe and expeditious movement of traffic around and through the work site.
- b. The Permittee shall develop the TCP, and Methods of Handling Traffic (MHT's) included therein, in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), the Colorado Supplement thereto adopted by the Commission pursuant to sections 42-4-104 and 42-4-105 CRS, the Department's standard specifications for temporary traffic control and the Department's standard plans for signing - Standard Plans S 630-1 and S 630-2.

The TCP shall include provisions for the passage of emergency vehicles through the work zone, and shall conform to the requirements of the Americans with Disabilities Act. The TCP and MHT's shall contain sufficient detail to demonstrate conformity with all applicable requirements.

- c. The Permittee shall have a competent person at the work site at all times in responsible charge of temporary traffic control. In situations where the TCP goes beyond any Typical Application shown in the MUTCD, or particularly dangerous roadway or traffic conditions exist, the Department may require the Permittee to have a Traffic Control Supervisor (TCS) develop or approve the TCP or to have a TCS on-site during work. The TCS shall be certified as a worksite traffic supervisor by either the American Traffic Safety Services Association (ATSSA) or the Colorado Contractors Association (CCA), and shall have a current CDOT flaggers' certification card. The TCS shall be responsible for the planning, preparation, coordination, implementation, and inspection of the TCP.
- d. The Permittee shall not start the permitted work before the Department accepts the TCP.
- e. The Department may review and order changes to the TCP and MHT's during performance of the work, as required.
- f. The Permittee shall comply with the TCP at all times during performance of the work.
- g. The Permittee shall keep a copy of the TCP at the work site at all times during performance of the work for inspection.
- h. The TCP shall ensure that closure of intersecting streets, road approaches and other access points is minimized. On heavily traveled highways, the Department will not permit operations that interfere with traffic during periods of peak traffic flow.
- i. When Permittee operations coincide with highway construction or maintenance operations, the Permittee shall develop and implement the TCP in cooperation and coordination with the highway agency and/or its contractors and as otherwise directed by the Department in the permit.
- j. All flaggers shall have a current CDOT flagger certification card and shall be capable of communicating with the traveling public and others at the work site.

10. NCHRP 350 CRASHWORTHINESS REQUIREMENTS FOR WORK ZONE TRAFFIC CONTROL DEVICES

Work zone devices designated by FHWA as: Category I, including but not limited to single-piece drums, tubes, cones and delineators; Category II, including but not limited to barricades, vertical panels with light, drums or cones with light, portable sign supports, intrusion detectors and type III barricades; or as Category III, including but not limited to concrete barriers, fixed sign supports, crash cushions, and other work zone devices not meeting the definitions of Category I or II; shall meet NCHRP 350 crash test requirements. The Permittee, or their contractor shall obtain and make available upon request, the manufacturer's written NCHRP 350 certification, or as applicable, the FHWA Acceptance Letter, for each type of device. FHWA Acceptance Letters for Category II or Category III Work Zone Devices may be accessed through the FHWA website at http://safety.fhwa.dot.gov/roadway_dept/road hardware/wzd.htm

11. WORKER SAFETY AND HEALTH

- a. All workers within the State Highway right of way shall comply with their employer's safety and health policies/procedures and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction.

CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

- b. Personal protective equipment (PPE) (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation. At a minimum, all workers in the SH ROW, except when in their vehicles, shall wear the following personal protective equipment:

- 1) Head protection that complies with the ANSI Z89.1 standard;
- 2) At all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ANSI Z41;
- 3) High visibility apparel, which shall, at a minimum comply with the Class 2 specifications of the ANSI/ISEA 107 standard. Class 3 apparel shall be considered for use at night or in particularly hazardous situations.
- 4) The most recent version of the ANSI standards listed above shall apply.

12. ADA REQUIREMENTS

The Permittee shall comply with the applicable provisions of the Americans With Disabilities Act, with respect to both permanent facilities installations and temporary work zones.

13. CLEAR ROADSIDE CONSIDERATIONS

- a. CDOT is committed to provide a roadside area that is as free as practical from non-traversable hazards and fixed objects ("clear zone"). New above ground installations may be permitted within the clear zone only upon a showing that no feasible alternate locations exist. Permittee must utilize appropriate countermeasures to minimize hazards.
- b. Permittee shall remove materials and equipment from the highway ROW at the close of daily operations. The traffic control plan must include protective measures where materials and equipment may be stored on ROW. Protection of open trenches and other excavations within highway ROW shall be addressed in the Permittee's traffic control plan. All excavations shall be closed at the end of daily operations, and no open excavation will be allowed in the clear zone after dark. The Permittee agrees to promptly undertake mitigating or corrective actions acceptable to the Department upon notification by CDOT that the installation permitted herein has resulted in a hazardous situation for highway users.

14. GENERAL CONSTRUCTION REQUIREMENTS

- a. Work shall not be performed at night or on Saturdays, Sundays, or holidays without prior authorization or unless otherwise specified in this permit. CDOT may restrict work on ROW during adverse weather conditions or during periods of high traffic volume.
- b. Those areas within ROW, which must be disturbed by permit operations, shall be kept to a practical minimum. Permittee shall not spray, cut, or trim trees or other landscaping elements within highway ROW, unless such work is otherwise specified in this permit, or clearly indicated on the approved plans. Cleated or tracked equipment shall not work on or move over paved surfaces without mats, or pads on tracks.
- c. Material removed from any portion of the roadway prism must be replaced in like kind with equal or better compaction. Segregation of material is not permitted. The permitted facility shall be of durable materials in conformity with accepted practice or industry standards, designed for long service life, and relatively free from routine servicing or maintenance.
- d. Construction or compaction by means of jetting, puddling, or water flooding is prohibited within all highway ROW.

- e. Thrust blocks are required on all vertical and horizontal bends in pressure pipes.
- f. Meters shall not be placed on highway ROW except within corporate limits where municipal regulations allow such use.

15. ALIGNMENT, COVER, CLEARANCE

- a. Location and alignment of Permittee's facilities shall only be as specified in this permit or as otherwise indicated in the approved plans or work sketch (EXHIBIT A).
- b. Parallel installations will not be permitted under roadways (including curbing and/or shoulders) or median areas, except within corporate boundaries, subject to municipal regulations.
- c. Parallel installations should be located as near as practicable to the ROW line. Crossings shall be as nearly perpendicular to the highway as feasible.
- d. Where no feasible alternate locations exist, the Department may permit parallel installations along roadside areas within 15 feet from edge of shoulder or back of curb. In these cases, the facility must be so located and safeguarded as to avoid potential conflict with necessary highway appurtenances (signs, guard rail, delineators, etc.). Specific safeguards such as increasing depth of cover to 60 inches, capping, or encasement, shall be specified in this permit's Special Provisions.
- e. Parallel installations shall follow a uniform alignment, wherever practical. Due consideration must be given to conserving space available for future utility accommodations. The standard allowable deviation from the approved horizontal alignment is ± 18 inches.
- f. Minimum cover shall conform to the Special Provisions. Normal specified cover will be 48 inches or greater; reduced cover may be approved where site conditions warrant, subject to other safeguards as may be specified or approved in the permit. Minimum overhead clearance shall conform to the Special Provisions, consistent with Utility Accommodation Code criteria.

16. PAVEMENT CUTS AND REPAIRS

Paved surfaces shall not be cut unless otherwise specified in this permit. No more than one half the width of the roadbed may be opened at a time, when otherwise permitted. Pavement shall be sawed or wheel-cut to a neat line. Pavement shall be replaced to a design equal to or greater than that of the surrounding undisturbed pavement structure. Pavement repair shall conform to the Special Provisions or the approved plans.

17. BORING, JACKING, ENCASEMENT

Unless otherwise specified, buried crossings shall be bored or jacked beneath the roadway, at least from toe of slope to toe of opposite slope. Portals for untrenched crossings more than 5 feet in depth shall be bulk headed in conformance with OSHA construction and safety standards. Portal limits of untrenched crossings shall be established safely beyond the highway surface and clear zone and in no case shall the lateral distance from the surfaced area of the highway to the boring or jacking pit be less than the vertical difference in elevation between such surface and the bottom of the pit. Water jetting or tunneling is not permitted. Water assisted boring may be permitted as determined by the CDOT Inspector. Boring hole shall be oversized to the minimum amount required to allow pull-through of the conduit being installed. Resultant voids shall be grouted or otherwise backfilled, subject to CDOT approval. Ends of bored sections shall not be covered before being inspected. Encasement shall be consistent with Utility Accommodation Code provisions. CDOT may require protective casing for shallow installations or certain conduit materials. Encased crossings shall extend at least from toe of slope to toe of slope, or the full width

CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

between access-control lines on freeways, including the Interstate System.

18. INSPECTION AND ACCEPTANCE

- a. CDOT will determine the extent of inspection services necessary for a given installation. Permittee shall attend final inspection as may be required. If the initial performance of permitted work was unacceptable, as determined by the Department, the Permittee shall perform any reconstruction or improvement of that work as ordered by the Department, in a timely manner and prior to any further construction. If permitted operations are not being carried out in compliance with the terms and conditions of this permit, the Department may order the Permittee to perform whatever corrective measures are necessary to attain compliance with the permit. If there is an immediate danger to the public's health, safety or welfare, the Department may order the Permittee to cease all operations and if necessary, to remove all equipment and facilities from the SHROW.
- b. Final acceptance does not relieve Permittee of maintenance obligations toward those elements of the highway facility constructed under this permit. Final acceptance begins the two-year warranty period (see requirement under "Operation and Maintenance" below).

19. ENVIRONMENTAL CLEARANCES/PERMITS

- a. It is the responsibility of the Permittee to determine which environmental clearances and/or regulations apply to their activities and to obtain any clearances that are required directly from the appropriate regulatory agency prior to commencing work. Please refer to or request a copy of the "CDOT Environmental Clearance Information Summary" (ECIS) for details. The ECIS may be obtained from CDOT Permitting Offices or may be accessed via the CDOT webpage at <http://www.dot.state.co.us/UtilityProgram/Forms.cfm>. Failure to comply with regulatory requirements may result in suspension or revocation of your CDOT permit, or enforcement actions by other agencies.
- b. The Special Provisions of this permit shall list any specific environmental clearances or permits that the Department has been notified by the Permittee or by the administering regulatory agency apply to the operations authorized by this permit. The Special Provisions shall require the Permittee obtain the listed environmental clearances/permits prior to beginning work.
- c. The Permittee shall comply with all requirements described in the CDOT Environmental Clearances Information Summary, including those pertaining to:
 - 1) Ecological Resources
 - 2) Cultural Resources
 - 3) Discharges of Stormwater or Process Water
 - 4) Hazardous Materials
 - 5) Discharges of Dredged or Fill Material
 - 6) Erosion and Sediment Control
 - 7) Disposal of Drilling Fluids
 - 8) Concrete Washout
 - 9) Spill Reporting
 - 10) Transportation of Hazardous Materials
- d. Disturbance of any wildlife shall be avoided to the maximum extent practicable. If threatened or endangered species or archeological or historical artifacts are encountered during the progress of a project, work in the subject area shall be halted and the CDOT regional permitting office shall be contacted immediately for direction as to how to proceed.
- e. All discharges of stormwater or process water are subject to the applicable provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations.

- f. There shall be no disposal of hazardous materials in the state highway right of way. Solid waste shall be removed from the state highway right of way and disposed of at a permitted facility or designated collection point (such as the Permittee's own dumpster). Drilling fluids must be disposed of as described in the ECIS.
- g. If pre-existing solid waste or hazardous materials contamination (including oil or gasoline contaminated soil, asbestos, chemicals, mine tailings, etc.) are encountered during the performance of work, the Permittee shall halt work in the affected area and immediately contact the CDOT regional permitting office for direction as to how to proceed.
- h. Spills shall be reported immediately using the CDOT Illicit Discharge Hotline (303) 512-4446. Spills on the highway, into waterways, or that may otherwise present an immediate danger to the public, shall be reported by calling 911 or the Colorado State Patrol at (303) 239-4501, and the Colorado Department of Public Health and Environment at 1-(877) 518-5608.

20. RESTORATION OF RIGHT OF WAY

Prior to final acceptance, all disturbed portions of highway right of way shall be cleaned up and restored to their original condition, subject to CDOT approval. Seeding, sodding, and planting shall be as specified, or otherwise approved by CDOT. Construction, maintenance and watering requirements shall conform to the CDOT Standard Specifications. Where landscape restoration must be delayed due to seasonal requirements, such work may be authorized by separate permit. Permittee shall use only certified weed-free seed and mulch. Permittee shall clean equipment before transporting it into or out of the state to prevent the migration of noxious weeds.

21. OPERATION AND MAINTENANCE

- a. Permittee agrees to own and maintain the installation permitted herein. The facility shall be kept in an adequate state of repair and maintained in such a manner as to cause the least interference with the normal operation and maintenance of the highway.
- b. If any element of the transportation facility, constructed or replaced as a condition of this permit, fails within 24 months due to improper construction or materials, Permittee shall make all repairs immediately as notified in writing by CDOT.
- c. Routine, periodic maintenance and emergency repairs may be performed under the general terms and conditions of this permit. CDOT shall be given proper advance notice whenever maintenance work will affect the movement or safety of traffic. In an emergency, the CDOT Region office and the State Patrol shall immediately be notified of possible traffic hazards. Emergency procedures shall be coordinated beforehand, where possible.
- d. Maintenance activities requiring new excavation or other disturbance within highway ROW may require separate permit. Where highway construction or maintenance operations so require, Permittee will shut off lines, remove all combustible materials from the highway right of way, or provide other temporary safeguards.

22. MARKERS, LOCATION AIDS, LOCATION ASSISTANCE

- a. The utility shall take all practical measures to ensure that buried utility facilities are surface-detectable by standard geophysical methods. Where the utility facilities, by the nature of their material properties, burial depth or other factors, may by themselves not be surface-detectable, the utility shall, where feasible, incorporate detection wire or other detection aids in the installation of those facilities. In instances where detection aids are not feasible or would be ineffective and surface-detectability cannot be ensured, surface markers shall be installed as directed by the Department and as-constructed plans and showing the accurate horizontal and vertical location of the buried facilities shall be provided to the Department.

CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

- b. All plowed or trenched installations must include color-coded (using the American Public Works Association color coding system) warning tape placed not less than 12 inches vertically above the top of the line. The warning tape shall be surface-detectable if needed to facilitate detection of the line.
 - c. The utility shall place readily identifiable markers at the right of way line where it is crossed by pipelines carrying transmittants which are flammable, corrosive, expansive, energized, or unstable, particularly if carried at high pressure or potential, except where a vent will serve as a marker.
 - d. The utility shall place markers for longitudinal underground facilities vertically above the facilities or at a known horizontal offset, unless otherwise approved in writing by the Department. Each marker shall provide a fore- and backsight to succeeding and preceding markers. Markers shall be installed at suitable intervals along tangent sections, at angle points or points of curvature and at reasonable intervals along curves.
 - e. The utility shall maintain any markers required by this Code for the life of the installation.
 - f. The Department may require the utility to submit "as-constructed" plans. The Department may enter into an agreement with the utility whereby the Department can rely on those plans for the exact location of the utility for any future excavations, and need not give notice to the utility under Article 1.5 of Title 9, C.R.S.
 - g. The utility will comply with the applicable requirements of Article 1.5 of Title 9 C.R.S., including any requirement to participate in the State's Notification Association pursuant to 9-1.5-105 C.R.S.. All owners of underground utilities within the SHROW, with the exception of the Department itself, must become members of the UNCC Notification Association.
 - h. In addition to complying with the provisions of Article 1.5 of Title 9 C.R.S (One-Call Statute) in response to the Department's notification of planned excavations, utility owners shall surface-mark their buried utility facilities that are located within the SHROW in order to facilitate Departmental engineering and design activities, upon reasonable request from the Department, and at no cost to the Department. The Permittee shall respond to such request within a reasonable timeframe acceptable to the Department, but no longer than 14 calendar days from the date of request, and the accuracy of the surface marking shall be within 18 inches of either side of the actual location of the buried facility.
- the facilities may be retired or abandoned in place, along with any special conditions that may apply.
- b. Retired facilities shall remain the Permittee's sole responsibility, subject to all provisions of the Utility Accommodation Code and all of the terms and conditions of the permit issued for that facility, including maintenance and relocation requirements.
 - c. The Permittee shall promptly remove all abandoned facilities from the SH ROW and promptly restore the SH ROW to pre-existing or other conditions prescribed by the Department unless the Department in writing expressly allows the facility to remain in place. Written notice from the Department, allowing an abandoned facility to remain in place, may include special conditions.
 - d. If utility facilities are retired or abandoned in place, the utility shall comply with that decision if directed by the Department:
 - 1) cap, plug or fill lines,
 - 2) furnish suitable location records for any such buried facilities,
 - 3) maintain its own records of such facilities and respond to locate notices/requests from the UNCC and/or excavators, In providing such locates, the utility will indicate to the requesting entity whether or not the subject facilities are retired or abandoned.
 - 4) perform any other actions as deemed necessary by the Department to protect the transportation facility and/or the traveling public.
 - e. If the ownership of utility facilities is transferred, both the original Permittee and the new owner shall notify the Department in writing prior to the change in ownership, and such notice shall state the planned date of change in ownership. The notice from the new owner shall include a written statement accepting all terms and conditions of the existing permit, effective upon the planned date of the change in ownership.
 - f. Utility facilities containing asbestos may not be abandoned in-place. Ordinarily, such facilities must be removed from the SHROW when take out of service. On a case-by-case basis, the Department may allow such facilities to be retired in-place, with the owner retaining full legal ownership and responsibility for the facilities.

25. SUSPENSION AND CANCELLATION

- a. The CDOT inspector may suspend operation due to:
 - 1) Non compliance with the provisions of this permit
 - 2) Adverse weather or traffic conditions
 - 3) Concurrent transportation construction or maintenance operations in conflict with the permitted work.
 - 4) Any condition deemed unsafe for workers or for the general public.
- b. Work may resume when grounds for suspension no longer exist.

This permit is subject to cancellation due to:

- 1) Persistent noncompliance with permit provisions
 - 2) Abandonment or transfer of ownership
 - 3) Superseded by new permit covering the same installation
 - 4) Conflict with necessary planned transportation construction.
- c. Permittee must promptly terminate occupancy upon notice of cancellation of permit, unless a new permit is applied for and granted.
 - d. Where Permittee does not fulfill an obligation to repair or maintain any portion of the highway facility, or control and safely maintain the flow of traffic thereon, CDOT reserves the right, in lieu of canceling this permit, to accomplish the required work by any other appropriate means, and Permittee shall be liable for the actual costs thereof.

23. ADJUSTMENTS DUE TO HIGHWAY CONSTRUCTION

If for any transportation purpose it becomes necessary to remove, adjust, or relocate this facility, Permittee will do so promptly, at no cost to the CDOT except as provided by law, upon written notice from CDOT and in accordance with the utility relocation permit issued to cover the necessary work. The utility shall perform the relocation at or within a time convenient to and in proper coordination with the project or transportation-related activity, to minimize public inconvenience and cost, as directed by the Department in the permit authorizing the relocation. The utility company shall pay for damages caused by the company's delay in the performance of utility relocation work or interference with the performance of transportation project work done by others. Such damages include, but are not limited to, payments made by the Department to any third party based on a claim that performance of the transportation project work was delayed or interfered with as a direct result of the utility company's failure to timely perform the utility relocation work. Damages resulting from delays in the performance of the utility relocation work or interference with the transportation project work that are caused by events beyond the utility company's ability to reasonably foresee or control (a force majeure) shall not be charged to the utility company.

24. ABANDONMENT, RETIREMENT, CHANGE IN OWNERSHIP

- a. The Permittee shall notify the Department in writing of the planned retirement or abandonment of its facility or any portion thereof. The Department will notify the Permittee in writing if it determines that

COLORADO DEPARTMENT OF TRANSPORTATION Environmental Clearances Information Summary

PURPOSE - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive - additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT – Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies**

CLEARANCE CONTACTS - As indicated in the permit/clearance descriptions listed below, the following individuals or agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – (303) 692-2035
Water Quality Control Division (WQCD): (303) 692-3500
Environmental Permitting Website <https://www.colorado.gov/pacific/cdphe/all-permits>
- CDOT Water Quality Program Manager: (303) 757-9343 <https://www.codot.gov/programs/environmental/water-quality>
- CDOT Asbestos Project Manager: Phil Kangas, (303) 512-5519
- Colorado Office of Archaeology and Historic Preservation: (303) 866-3395
- U.S. Army Corps of Engineers, District Regulatory Offices:
Omaha District (NE CO), Denver Office (303) 979-4120
<http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx>
Sacramento Dist. (Western CO), Grand Junction Office (970) 243-1199
<http://www.spk.usace.army.mil/Missions/Regulatory.aspx>
Albuquerque District (SE CO), Pueblo Office (719)-543-9459
<http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits.aspx>
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 <https://www.codot.gov/business/permits>

Wildlife Resources - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat will require special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, <http://www.codot.gov/programs/environmental/wildlife/guidelines>, or the Colorado Parks and Wildlife (CPW) website, <http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx>. Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

Cultural Resources - The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAH), Denver, to ascertain if historic or archaeological resources have previously been identified (<http://www.historycolorado.org/oahp/file-search>). Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are known to exist prior to the initiation of the permitted work or are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM. **Contact Information:** Contact the OAH for file searches at (303) 866-3395.

Paleontological Resources - The applicant must request a fossil locality file search through the University of Colorado Museum, Boulder (<https://cumuseum.colorado.edu/research/paleontology/vertebrates/policies>), and the Denver Museum of Nature and Science (<http://www.dmns.org/science/collections/earth-science-collections/>) to ascertain if paleontological resources have been previously identified in or near the permit area. Inventory of the permit area by a qualified paleontologist may be necessary, per the recommendation of CDOT. If fossils are encountered during the permitted work, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. **Contact Information:** See the museum websites listed above for Paleontological Collections Manager contact information. Contact the CDOT Paleontologist for further information at nicole.peavey@state.co.us or (303) 757-9632. The CDOT Paleontologist will not conduct a comprehensive file search independently of the museums.

Hazardous Materials, Solid Waste - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed. **Contact Information:** Theresa Santangelo-Dreiling, CDOT Hazardous Materials Project Manager, (303) 512-5524, or Andy Flurkey, (303) 512-5520.

Asbestos Containing Materials, Asbestos Contaminated Soil - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid

Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. Additional guidance or requirements may be specified in the permit special provisions. **Contact Info:** CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information **concerning clearance on CDOT projects** is available from the CDOT Asbestos Project Manager (303) 512-5519, or Theresa Santangelo-Dreiling, Hazardous Materials Management Supervisor (303) 512-5524.

Transportation of Hazardous Materials - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. **Contact Information:** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra-state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications Issued by the CDPHE WQCD - Corps of Engineers 404 permits are required for the discharge of dredged or fill materials into waters of the United States, including wetlands. There are various types of 404 permits, including nationwide permits, which are issued for activities with relatively minor impacts. For example, there is a nationwide permit for utility line activities (nwp #12). Depending upon the specific circumstances, it is possible that either a “general” or “individual” 404 permit would be required. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

Working on or in any stream or its bank - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length. The CPW application, as per guidelines agreed upon by CDOT and CPW, can be accessed at <http://www.coloradodot.info/programs/environmental/wildlife/guidelines>.

Stormwater Construction Permit (SCP) and Stormwater Discharge From Industrial Facilities - Discharges of stormwater runoff from construction sites disturbing one acre or more - or certain types of industrial facilities, such as concrete batch plants - requires a CDPS Stormwater Permit. **Contact Information:** Contact the CDPHE Water Quality Control Division at (303) 692-3500. Website: <https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits> and <https://colorado.gov/pacific/cdphe/wq-commerce-and-industry-permits>.

Construction Dewatering (Discharge or Infiltration) and Remediation Activities - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. **Contact Information:** For Construction Dewatering and Remediation Activities Discharge Permits, contact the CDPHE WQCD at (303) 692-3500. For Applications and Instructions (CDPHE website): <https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits>.

Municipal Separate Storm Sewer System (MS4) Discharge Permit - Discharges from the storm sewer systems of larger municipalities, and from the CDOT highway drainage system that lies within those municipalities, are subject to MS4 Permits issued by the CDPHE WQCD. For facilities that lie within the boundaries of a municipality that is subject to an MS4 permit, the owner of such facility should contact the municipality regarding stormwater related clearances that may have been established under that municipality's MS4 permit. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (<https://www.colorado.gov/pacific/cdphe/wqcc-regulations-and-policies-and-water-quality-statutes>) and the CDOT MS4 Permit # COS-000005 (<https://www.codot.gov/programs/environmental/water-quality/documents>). Discharges are subject to inspection by CDOT and CDPHE. Contact the CDPHE Water Quality Control Division at (303) 692-3500 for a listing of municipalities required to obtain MS4 Permits, or go to <https://www.colorado.gov/pacific/cdphe/wq-municipal-ms4-permits>.

General Prohibition – Discharges - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment. **Contact Information:** Contact the CDPHE Water Quality Control Division at (303) 692-3500.

General Authorization - Allowable Non-Stormwater Discharges - Unless otherwise identified by CDOT or the WQCD as significant sources of pollutants to the waters of the State, the following discharges to stormwater systems are allowed without a Colorado Discharge Permit System permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. Allowable non-stormwater discharges can be found at <https://www.codot.gov/programs/environmental/water-quality/glossary.html>. **Contact Information:** The CDPHE Water Quality Control Division (telephone #'s listed above).

Erosion and Sediment Control Practices - For activities requiring a Stormwater Construction Permit, erosion control requirements will be specified in that permit. In those situations where a stormwater permit is not required, all reasonable measures should be taken in order to minimize erosion and sedimentation according to CDOT Standard Specifications 107.25 and 208. All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217 and 623. In any case, the CDOT Erosion Control and Stormwater Quality Guide (most recent version) should be used to design erosion controls and to restore disturbed vegetation. **Contact Information:** The CDOT Erosion Control and Stormwater Quality Guide may be obtained from the Bid Plans Office at (303) 757-9313 or from: <https://www.codot.gov/programs/environmental/landscape-architecture/erosion-storm-quality>.

Disposal of Drilling Fluids - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as “discharges” or “solid wastes,” and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). **Contact Information:** Contact CDPHE (telephone #'s listed above).

Noxious Weeds and Invasive Species Management Plan – Noxious Weeds and Invasive Species guidance can be found by contacting the Colorado Department of Agriculture (<https://www.colorado.gov/pacific/agconservation/noxiousweeds>) and the Colorado Division of Parks and Wildlife (<http://cpw.state.co.us/aboutus/Pages/RS-NoxiousWeeds.aspx>). In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.

Concrete Washout - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall only be performed as specified by the CDOT Environmental Program and shall be in accordance to CDOT specifications and guidelines. **Contact Information:** Contact CDPHE or find additional information on the CDOT website: <https://www.codot.gov/business/designsupport/2011-construction-specifications/2011-Specs> and refer to the specifications and their revisions for sections 101, 107 and 208.

Spill Reporting - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4446 (4H20), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at <https://www.colorado.gov/pacific/cdphe/emergency-reporting-line>.

About This Form - Questions or comments about this Information Summary may be directed to Alex Karami, Program Administrator, CDOT Access Management Unit, at (303) 757-9841, alex.karami@state.co.us.

What is stormwater runoff?

Stormwater runoff occurs when precipitation from rain or snowmelt flows over the ground. Impervious surfaces like roads and sidewalks prevent stormwater from naturally soaking into the ground.

Why is stormwater runoff a problem?

Stormwater can pick up debris, chemicals, dirt and other pollutants and flow into CDOT's storm drain system or directly into a stream, river, lake, wetland or reservoir. Anything that enters CDOT's storm drain system is discharged untreated into the waterways we use for fishing, swimming, and providing drinking water.



Dredged spoil, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, garbage, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, pH, wrecked or discarded equipment, rock, sand, any industrial, municipal, or agricultural waste.

Tips for Reporting an Illicit Discharge

Call the illicit discharge hotline at **(303) 512-4426**. From a safe distance try to estimate the amount of the discharge. Identify characteristics of the discharge (color, odor, algae, etc.). Obtain information on the vehicle dumping the waste (if applicable). Do not approach! Call *CSP for illicit dumping. If possible, take a photo, record a license plate.

REMEMBER:

Never get too close to the illicit discharge, it may be dangerous!!!

For more information on CDOT Utility Permits:

<https://www.codot.gov/business/permits/utilities/specialuse>

For more information on CDOT Access Permits:

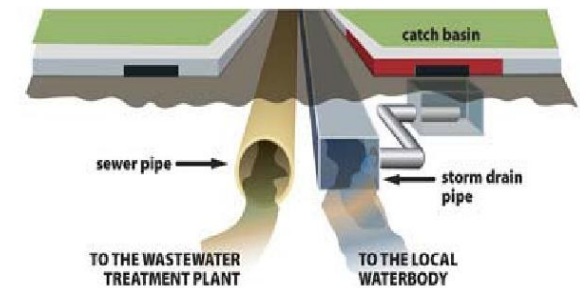
<https://www.codot.gov/business/permits/access/permits>

For more information on CDOT Water Quality Program:

Water Quality Program Manager
4201 E. Arkansas Ave.
Shumate Building
Denver, Colorado 80222
303-757-9343

Water Quality Program Industrial Facilities Program

CDOT has a Municipal Separate Storm Sewer System permit, otherwise known as (MS4) from the Colorado Department of Public Health and Environment. The permit states that only stormwater can be discharged from CDOT's storm drain system.



As part of the permit, CDOT has several different programs to prevent pollutants from entering into the storm drain system:

- Construction Site Program
- New Development Redevelopment Program
- Illicit Discharge Program
- Industrial Facilities Program
- Public Education and Outreach Program
- Pollution Prevention and Good Housekeeping Program
- Wet Weather Monitoring Program

Control Measures for Industrial Facilities

Industrial facilities can use control measures (CM) otherwise known as Best Management Practices (BMP) during the construction of a facility and when operating the facility. Control measures are schedules of activities, maintenance procedures, and other management practices to prevent and reduce pollution entering into CDOT's storm drain system. Control Measures also include treatment, operating procedures, and practices to control site run off which can include structural and non-structural controls.

CDOT defines a utility, or utility facility as any privately, publicly, or cooperatively owned line, facility, or system producing, transmitting or distributing the following:

- ✓ Communications
- ✓ Cable television
- ✓ Power
- ✓ Electricity
- ✓ Light
- ✓ Heat Gas
- ✓ Oil
- ✓ Crude Products
- ✓ Water
- ✓ Stream
- ✓ Waste
- ✓ Stormwater not connected with highway drainage
- ✓ Similar Commodity

Industrial Facilities Program Elements:

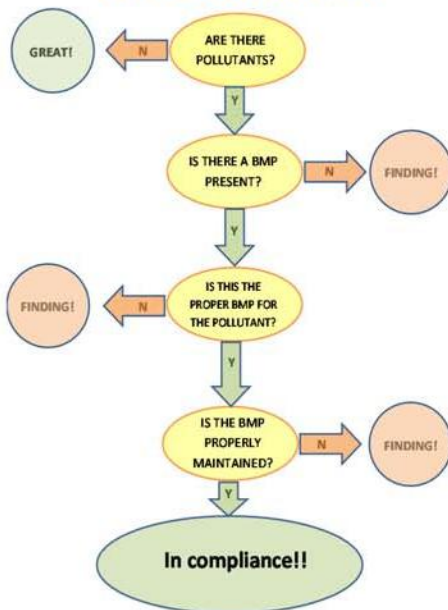
1. Educate and outreach to owners or operators that have potential to contribute substantial pollutant to water.
2. Report and include information on discharge and water quality concerns. Provide written notification within 15 days of discovery to CDPHE.
3. Submit an annual report to CDPHE containing the number of informational brochures distributed; name and title of each individual trained.

Education

There are instances when a utility company or other entity doing work in the state highway right-of-way will require some type of environmental permit or clearance for that work. CDOT has put together an Environmental Clearances Information Summary for those applying for a CDOT Utility and Special Use Permit or Access Permit to obtain all required clearances. This fact sheet is given to each permittee and is available at:

<https://www.codot.gov/programs/environmental/resources/guidance-standards/Environmental%20Clearances%20Info%20Summary.pdf>

THE GAUNTLET





COLORADO

Department of Transportation

Region 3 Traffic Section
222 South 6th Street Room 100
Grand Junction, Colorado 81501
(970) 683-6288 Fax: (970) 683-6290

LATE FALL, WINTER AND SPRING SPECIAL PROVISIONS FOR WORK WITHIN CDOT ROW

Due to Northwest Colorado's unpredictable weather, work in the ROW can create several types of hazards for the traveling public, contractors, and their personnel. The condition of the highway can change quickly. Mud tracked onto the highway by equipment, ice and snowpack are just a few of the conditions that make the roadway more hazardous for all concerned. The terrain within the ROW must be kept clear of hazards as well. Holes, trenches, equipment and materials can make the terrain "unrecoverable" for a driver should his/her vehicle leave the highway.

Activities must be shut down when the roadway is other than dry. The use of frozen materials for backfilling will only lead to settlement. The contractor must make extra effort to compact the excavation. In the spring, any settlement of backfill shall be repaired. The re-vegetation shall take place this fall or early next spring.





COLORADO

Department of Transportation

Region 3 Traffic Section
222 South 6th Street Room 100
Grand Junction, Colorado 81501
(970) 683-6288 Fax: (970) 683-6290

3170163-S	Permit No
340A	Highway No
13.2mm	Mile Marker
2JOHN2	Patrol No

SPECIAL PROVISIONS FOR UTILITY INSTALLATIONS – WORK/CONSTRUCTION IN ROW THE SPECIAL PROVISIONS ARE TERMS AND CONDITIONS OF THIS PERMIT

CDOT IS NOT A UNCC MEMBER AND UNCC WILL NOT LOCATE CDOT FACILITIES. PERMITTED WORK REQUIRES PERMITTEE OR CONTRACTORS TO CONTACT CDOT (970) 384-3354, FOR LOCATES IF ANY CDOT SIGNALS, FLASHING BEACONS, ELECTRICAL SIGNS, LUMINARIES, AND WEATHER STATIONS ARE LOCATED WITHIN 3000 FEET OF CONSTRUCTION AREA

NOTICE- NO UNDERGROUND INSTALLATIONS SHALL BE PERFORMED FROM 15 NOVEMBER TO 15 APRIL, UNLESS THE CDOT INSPECTOR ON THE PERMIT HAS APPROVED OF THE INSTALLATION DURING THIS TIME FRAME. REVIEW & COMPLY WITH THE ATTACHED “SPECIAL PROVISIONS FOR LATE FALL, WINTER AND SPRING”.

TRAFFIC CONTROL

1. The complete permit for this work, including approved Colorado Department of Transportation (to be known as CDOT or the Department) permit, construction and traffic control plans, will be kept at the work site at all times. *The permittee is responsible for providing traffic control plans that conforms to and meets the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) and the Colorado Supplements.*
2. To meet conditions encountered in the field, minor changes or additions may be ordered and approved by the CDOT Field Inspector.
3. All CDOT employees shall be considered as inspectors when the safety of the traveling public, safety of contractors, employees, or integrity of the property of CDOT is at risk.
4. All work shall cease when weather creates a safety hazard for the traveling public and/or barrow ditch is wet enough to leave tire or cleat marks.
5. Advanced warning and construction signs, flashers, barricades and flag people must conform to the MUTCD and Colorado Supplements and must be in place before work starts each day.
6. Any advance warning signs not in use for a particular activity shall be removed, placed outside of the clear zone, or laid flat at least 4 feet from the edge of the shoulder and not on landscaped areas or sidewalks. This applies to both signs and structures.
7. Lane closures must be as short as possible and as per the MUTCD. Flaggers are required for each lane closure. Advance warning signs must be placed as per MUTCD. All temporary traffic control signs shall be removed, covered or laid on the ground during non-working hours.
8. Two-way traffic shall be maintained at all times in the construction area in accordance with the MUTCD and Colorado Supplements.



GENERAL

9. The permittee must notify the CDOT inspector no less than two days prior to any work on highway right-of-way. The CDOT Inspector's name, phone number, and email is on the permit. If a break in work exceeds seven days, the CDOT inspector shall be notified of the changed work schedule. Notification may be given by phone or email.
10. No work shall proceed beyond the expiration date specified on the permit without written approval of the Department.
11. No work shall be permitted on weekends, holidays, or during special events without prior authorization.
12. On three day weekend holidays, the project shall be shut down by 12:00 Noon on Friday and not resume prior to the following Tuesday morning.
13. Permittee is responsible for the safety of the traveling public at all times when work is being done.
14. Forty-eight hour notification must be given for the underground location of CDOT owned facilities. Phone 970.384.3354.
15. Any damage to highway facilities, such as traffic lights, streetlights, concrete walkways, bike paths, asphalt, signing, etc., shall be repaired and reported immediately and notification must be given to the CDOT Inspector or contact Colorado State Patrol Dispatch 970.824.6501 (Craig) 970.249.4392 (Montrose).
16. Should any excavation encounter plant or animal fossils, the remains of historic or prehistoric structures, historic or prehistoric artifacts (bottle dumps, charcoal from subsurface hearths, pottery, potsherds, stone tools, arrowheads, etc.), the operation shall cease at once and the permittee shall contact the CDOT Environmental Office 970.683.6251 for guidance.
17. Permittee assumes all responsibility for any and all land survey monuments within the permitted area of the right-of-way. If disturbed or destroyed, the permittee bears full cost for replacement. Construction may need to be re-routed to avoid disturbing High Accuracy Reference Network Survey Land Markers. Direct any questions within five days prior to construction to: Region Survey Coordinator at 970.683.6231.
18. If petroleum or other potentially hazardous material is encountered during excavation, work shall cease immediately and the permittee shall contact the CDOT Environmental Office 970.683.6251 for guidance. The proper disposal of any soils or other material determined to be hazardous and/or contaminated by fugitive petroleum uncovered or excavated during the performance of utility construction shall be the sole responsibility of the Utility and shall be accomplished in accordance with all applicable Federal, State and Local laws and regulations. Such clean up and disposal shall be at no cost to CDOT.
19. All construction vehicles, delivery vehicles and traffic control vehicles shall be equipped with flashing amber/yellow beacons, which are visible from all directions. Only construction vehicles involved in the construction are to be at the work site.
20. Staging and material storage areas, within the right of way must be pre-approved and beyond the clear zone. Employee parking within the right of way shall be restricted and shall not be allowed, except in pre-approved contractor staging areas and beyond the clear zone. The only vehicles allowed within the highway clear zone are the construction vehicles necessary for the operation. Parking along the shoulder of the highway is not allowed.
21. All backfill is subject to AASHTO standard compaction T-99 or T-180 as appropriate. Compaction and materials testing may be required at the discretion of the Department of Transportation. Flow fill shall be used for all traverse and parallel installations within 6 feet of the asphalt.
22. The replacement asphalt shall be a minimum of 4 inches of hot bituminous pavement placed in 2 compacted lifts. Tack oil shall be used prior to replacement being installed. A "T" cut shall be performed. (see attached drawing). Final patch surface shall be smooth and conform to the surrounding pavement surface with no bump, dip or other noticeable difference in the riding quality.
23. Asphalt seams shall not terminate in the wheel paths.
24. When open cuts of asphalt or concrete roadways are allowed and when needed or directed, the excavation shall be covered with steel plates during non-working hours to facilitate traffic. Use cold mix to ramp plates to hold them in place and allow for smooth transition of traffic plates.
25. Open cuts in the paved roadway will backfilled with flowable backfill, (full trench depth), that meets or exceeds State Standard Specifications. All native material will be removed from highway right-of-way for disposal.



26. All pavement markings removed or damaged shall be replaced.
27. No open pits or trenches are allowed within 30 feet of any traveled lane at night, weekends or holidays, unless protected by type VII barriers, as required by MUTCD and Colorado Supplements.
28. No equipment or materials will be allowed on the main lanes or the roadway during construction.
29. Safety devices as per AASHTO and the Colorado M & S Standards must protect all construction equipment that cannot be transported from the work area and is within the Clear Zone. Protective guardrail/barrier devices shall meet the requirements of the Colorado M & S Standards, section 606-12. Clear Zone requirements are found in AASHTO Road Side Design Guide, Section 3. Equipment that can be transported to a location that is not within the Clear Zone or otherwise protected by existing guardrail, shall be clearly delineated as per the MUTCD manual.
30. Areas of roadway and right-of-way disturbed during this installation will be restored to the original contour and condition by grading to drain, top soiled, fertilized, mulched and reseeded with approved material at specified proportions. Mulch, fertilizer and seed shall be "certified weed free". Refer to Section 212 & 213 of the *Colorado Department of Transportation Standard Specifications for Road and Bridge Construction*.
31. Permittee shall develop and implement a two-year noxious weed control plan for areas within the Highway right-of-way disturbed by this installation/construction.
32. All work and materials to meet or exceed the most current issue of the *Colorado Department of Transportation Standard Specifications for Road and Bridge Construction & Colorado Department of Transportation Standard Plans- M & S Standards*.
33. Unacceptable work shall be promptly removed and replaced in an acceptable manner.
34. If proposed utility is not placed in area applied for, the utility permit is void, and the utility is deemed illegal.
35. All procedures and work are subject to CDOT approval.
36. All work to be as per permit and submitted plans.

MISCELLANEOUS

37. The permittee hereby assumes, releases and agrees to indemnify, defend, protect and save the State of Colorado harmless from and against any loss of and/or damage to the property of the State of Colorado, third parties or the permittee's facilities including loss of services, loss and/or damage on account of injury to or death of any person, whosoever, arising at any time, caused by or growing out of the occupation of Colorado State Transportation rights-of-way the permittee's facilities or any part thereof, unless such loss and/or damage is the direct result of any willful and wanton act of the State of Colorado or its employees.
38. Permittee is prohibited from any illicit or non-storm water discharges that are prohibited by State Water Quality laws. Permittee shall be responsible for obtaining all necessary environmental clearances and permits from all agencies (US Army Corps of Engineers, Colorado Divisions of Wildlife, US Forest Service, US Bureau of Land Management, Colorado Department of Health & Environment, County Health Department, etc.) before commencing any work under this permit. **Without these clearances & permits, this permit shall be not in effect.** Permittee also agrees to assume all responsibility and liability in connection with potential environmental hazards encountered in connection with its work under this permit. The permittee must show all environmental permits and clearances to CDOT Utility Inspector or Environmental Officer on request and prior to construction.
39. In the event of extreme fire danger and/or fire bans in Colorado Counties, permittee shall develop a fire plan. Plan shall include fire protection/prevention equipment at the work site & the accountability of personnel.





COLORADO

Department of Transportation

Region 3 Traffic Section
222 South 6th Street, Room 100
Grand Junction, Colorado 81501
(970) 683-6288 Fax: (970) 683-6290

PERMIT FINAL INSPECTION

INSPECTION AND ACCEPTANCE

Final acceptance begins the two-year warranty period

I, **Joel Berschauer**, have inspected the area regarding Permit **3170163-S** for the Colorado Department of Transportation. I find the area to be in satisfactory condition.

CDOT INSPECTOR: _____ DATE: _____

PHONE: 970.250.3356 EMAIL: joel.berschauer@state.co.us

PERMITTEE: **City of Grand Junction**

PERMITTEE REPRESENTATIVE: _____

RETURN THIS PERMIT FINAL INSPECTION TO THE ADDRESS LISTED ABOVE



CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

The following Standard Provisions are terms and conditions of this permit:

Effective January 1, 2008

Utility work authorized under this permit shall comply with the requirements of the State Highway Utility Accommodation Code, and applicable federal, state, local, and industry codes and regulations.

Construction of any portion of the highway facility, including the pavement structure, subsurface support, drainage, landscaping elements and all appurtenant features, shall comply with the provisions of the CDOT Standard Specifications for Road and Bridge Construction, and with the Colorado Standard Plans (M & S Standards).

1. COMMENCEMENT AND COMPLETION

Work on highway Right of Way (ROW) shall not commence prior to issuance of a fully endorsed and validated permit.

Permittee shall notify the CDOT inspector:

- a. At least 2 working days prior to commencing work, or resuming operations which have been suspended for five or more consecutive working days
- b. When suspending operations for 5 or more working days
- c. Upon completion of work.

Work shall not proceed beyond a completion date specified in the Special Provisions without written approval of the Department.

2. PLANS, PLAN REVISIONS, ALTERED WORK

Plans or work sketch (EXHIBIT A) are subject to CDOT approval. A copy of the approved plans or sketch must be available on site during work. Plan revisions or altered work differing in scope or nature from that authorized under this permit, are subject to CDOT prior approval. Permittee shall promptly notify the CDOT inspector of changed or unforeseen conditions, which may occur on the job.

3. INSURANCE

Insurance Requirements for Utility and Special-Use Permits (Revised 7-05 per State Requirements)

A. The Permittee shall obtain, and maintain at all times during the performance of work authorized by this Permit, insurance in the following kinds and amounts. The Permittee shall require any Contractor working for them within the State Highway Right of Way to obtain like coverage. The Permittee shall also require any Contractor or Consultant performing work described in subparagraph 4) below, to obtain Professional Liability Insurance.

- 1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all employees acting within the course and scope of their employment and work on the activities authorized by this Permit.
- 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Consultants, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$2,000,000 general aggregate;
 - c. \$2,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire;

- e. For any permanent Permittee-owned installations located within the State Highway Right of Way, highway repairs, or site restoration, Completed Operations coverage shall be provided for a minimum period of one year following final acceptance of work.

If any aggregate limit is reduced below 1,000,000 because of claims made or paid, the Permittee, or as applicable - their Contractor, shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CDOT a certificate or other document satisfactory to CDOT showing compliance with this provision.

- 3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
 - 4) For any: a) engineering design; b) construction inspection; or, c) traffic control plans approved by a Traffic Control Supervisor; done in association with the operations or installations authorized by this permit, Professional Liability Insurance with minimum limits of liability of not less than \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. If the policy is written on a Claims Made form, the Permittee, or, as applicable - their Consultant or Contractor, shall renew and maintain Professional Liability Insurance for a minimum of two years following final acceptance of the work, or provide a project specific Policy with a two year extended reporting provision.
 - 5) Pollution Legal Liability Insurance with minimum limits of liability of \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. CDOT shall be named as an additional insured to the Pollution Legal Liability policy. If the Policy is a component of the Professional Liability Policy, the Additional Insured requirement is waived, and the Policy shall be written on a Claims Made form, with an extended reporting period of at least two year following final acceptance of the work.
 - 6) Umbrella or Excess Liability Insurance with minimum limits of \$1,000,000. This policy shall become primary (drop down) in the event the primary Liability Policy limits are impaired or exhausted. The Policy shall be written on an Occurrence form and shall be following form of the primary. The following form Excess Liability shall include CDOT as an additional insured.
- B. CDOT shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies. Completed operations additional insured coverage shall be on endorsements CG 2010 11/85, CG 2037, or equivalent. Coverage required by the Permit will be primary over any insurance or self-insurance program carried by the State of Colorado.
- C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to CDOT by certified mail.
- D. The Permittee, or, as applicable - their Contractor or Consultant, will require all insurance policies in any way related to the Permit and secured and maintained by the Permittee, Contractor or Consultant, to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against CDOT, its agencies, institutions, organizations, officers, agents, employees and volunteers.
- E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to CDOT.
- F. The Permittee, or as applicable - their Contractor or Consultant, shall provide certificates showing insurance coverage required by this Permit to CDOT prior to commencing work. No later than 15 days prior to the expiration date of any such coverage, the Permittee, Contractor or Consultant, shall deliver CDOT certificates of insurance evidencing renewals thereof. At any time during the term

CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

of this contract, CDOT may request in writing, and the Permittee, Contractor or Consultant, shall thereupon within 10 days supply to CDOT, evidence satisfactory to CDOT of compliance with the provisions of this section.

- G. Notwithstanding subsection A of this section, if the Permittee is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, *et seq.*, as amended ("Act"), the Permittee shall at all times during the term of this permit maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by CDOT, the Permittee shall show proof of such insurance satisfactory to CDOT. Public entity Permittees are not required to name CDOT as an Additional Insured.
- H. If the Permittee engages a Contractor and/or Consultant to act independently from the Permittee on the permitted work, that Contractor and/or Consultant shall be required to provide an endorsement naming CDOT as an Additional Insured on their Commercial General Liability, Auto Liability, Pollution Legal Liability and Umbrella or Excess Liability policies.

4. WORK WHERE DEPARTMENT LACKS AUTHORITY

Utility work within municipal boundaries (pursuant to 43-2-135 CRS), on certain public lands, or on private property, may require separate approval of the appropriate jurisdictional agency or property owner.

5. INSTALLATIONS ON FREEWAYS

CDOT may permit utility accommodations on freeways, including but not limited to the Interstate System, only in accordance with Utility Accommodation Code provisions. Special case exceptions as defined therein may be permitted only in accordance with FHWA-approved Departmental policy.

6. JOINT USE ALTERNATIVES

As directed or approved by CDOT, if necessary for the safe and efficient use of the ROW, Permittee shall utilize joint use facilities such as the placement of two or more separate lines in a common trench, or attachment to the same overhead support. The Permittee will be responsible for proper coordination with other affected utilities.

7. ATTACHMENT TO HIGHWAY STRUCTURES

Permittee is responsible for designing structure attachments, subject to the approval of the CDOT Staff Bridge Design Engineer.

8. DRAINAGEWAYS AND WATERCOURSES

The flow of water shall not ever be impaired or interrupted. Where possible, crossings of ditches, canals or water-carrying structures shall be bored or jacked beneath. Irrigation ditch or canal crossings require approval of the ditch company or owner. Permittee shall repair damage to any drainage facility to the satisfaction of the owner.

9. TRAFFIC CONTROL PLAN

- a. Prior to commencing work, the Permittee shall develop and submit to the Department for acceptance, a Traffic Control Plan (TCP) for any accommodation work that will affect traffic movement or safety. The Permittee shall implement the TCP and utilize traffic control devices as necessary to ensure the safe and expeditious movement of traffic around and through the work site.
- b. The Permittee shall develop the TCP, and Methods of Handling Traffic (MHT's) included therein, in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), the Colorado Supplement thereto adopted by the Commission pursuant to sections 42-4-104 and 42-4-105 CRS, the Department's standard specifications for temporary traffic control and the Department's standard plans for signing - Standard Plans S 630-1 and S 630-2.

The TCP shall include provisions for the passage of emergency vehicles through the work zone, and shall conform to the requirements of the Americans with Disabilities Act. The TCP and MHT's shall contain sufficient detail to demonstrate conformity with all applicable requirements.

- c. The Permittee shall have a competent person at the work site at all times in responsible charge of temporary traffic control. In situations where the TCP goes beyond any Typical Application shown in the MUTCD, or particularly dangerous roadway or traffic conditions exist, the Department may require the Permittee to have a Traffic Control Supervisor (TCS) develop or approve the TCP or to have a TCS on-site during work. The TCS shall be certified as a worksite traffic supervisor by either the American Traffic Safety Services Association (ATSSA) or the Colorado Contractors Association (CCA), and shall have a current CDOT flaggers' certification card. The TCS shall be responsible for the planning, preparation, coordination, implementation, and inspection of the TCP.
- d. The Permittee shall not start the permitted work before the Department accepts the TCP.
- e. The Department may review and order changes to the TCP and MHT's during performance of the work, as required.
- f. The Permittee shall comply with the TCP at all times during performance of the work.
- g. The Permittee shall keep a copy of the TCP at the work site at all times during performance of the work for inspection.
- h. The TCP shall ensure that closure of intersecting streets, road approaches and other access points is minimized. On heavily traveled highways, the Department will not permit operations that interfere with traffic during periods of peak traffic flow.
- i. When Permittee operations coincide with highway construction or maintenance operations, the Permittee shall develop and implement the TCP in cooperation and coordination with the highway agency and/or its contractors and as otherwise directed by the Department in the permit.
- j. All flaggers shall have a current CDOT flagger certification card and shall be capable of communicating with the traveling public and others at the work site.

10. NCHRP 350 CRASHWORTHINESS REQUIREMENTS FOR WORK ZONE TRAFFIC CONTROL DEVICES

Work zone devices designated by FHWA as: Category I, including but not limited to single-piece drums, tubes, cones and delineators; Category II, including but not limited to barricades, vertical panels with light, drums or cones with light, portable sign supports, intrusion detectors and type III barricades; or as Category III, including but not limited to concrete barriers, fixed sign supports, crash cushions, and other work zone devices not meeting the definitions of Category I or II; shall meet NCHRP 350 crash test requirements. The Permittee, or their contractor shall obtain and make available upon request, the manufacturer's written NCHRP 350 certification, or as applicable, the FHWA Acceptance Letter, for each type of device. FHWA Acceptance Letters for Category II or Category III Work Zone Devices may be accessed through the FHWA website at http://safety.fhwa.dot.gov/roadway_dept/road hardware/wzd.htm

11. WORKER SAFETY AND HEALTH

- a. All workers within the State Highway right of way shall comply with their employer's safety and health policies/procedures and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction.

CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

- b. Personal protective equipment (PPE) (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation. At a minimum, all workers in the SH ROW, except when in their vehicles, shall wear the following personal protective equipment:

- 1) Head protection that complies with the ANSI Z89.1 standard;
- 2) At all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ANSI Z41;
- 3) High visibility apparel, which shall, at a minimum comply with the Class 2 specifications of the ANSI/ISEA 107 standard. Class 3 apparel shall be considered for use at night or in particularly hazardous situations.
- 4) The most recent version of the ANSI standards listed above shall apply.

12. ADA REQUIREMENTS

The Permittee shall comply with the applicable provisions of the Americans With Disabilities Act, with respect to both permanent facilities installations and temporary work zones.

13. CLEAR ROADSIDE CONSIDERATIONS

- a. CDOT is committed to provide a roadside area that is as free as practical from non-traversable hazards and fixed objects ("clear zone"). New above ground installations may be permitted within the clear zone only upon a showing that no feasible alternate locations exist. Permittee must utilize appropriate countermeasures to minimize hazards.
- b. Permittee shall remove materials and equipment from the highway ROW at the close of daily operations. The traffic control plan must include protective measures where materials and equipment may be stored on ROW. Protection of open trenches and other excavations within highway ROW shall be addressed in the Permittee's traffic control plan. All excavations shall be closed at the end of daily operations, and no open excavation will be allowed in the clear zone after dark. The Permittee agrees to promptly undertake mitigating or corrective actions acceptable to the Department upon notification by CDOT that the installation permitted herein has resulted in a hazardous situation for highway users.

14. GENERAL CONSTRUCTION REQUIREMENTS

- a. Work shall not be performed at night or on Saturdays, Sundays, or holidays without prior authorization or unless otherwise specified in this permit. CDOT may restrict work on ROW during adverse weather conditions or during periods of high traffic volume.
- b. Those areas within ROW, which must be disturbed by permit operations, shall be kept to a practical minimum. Permittee shall not spray, cut, or trim trees or other landscaping elements within highway ROW, unless such work is otherwise specified in this permit, or clearly indicated on the approved plans. Cleated or tracked equipment shall not work on or move over paved surfaces without mats, or pads on tracks.
- c. Material removed from any portion of the roadway prism must be replaced in like kind with equal or better compaction. Segregation of material is not permitted. The permitted facility shall be of durable materials in conformity with accepted practice or industry standards, designed for long service life, and relatively free from routine servicing or maintenance.
- d. Construction or compaction by means of jetting, puddling, or water flooding is prohibited within all highway ROW.

- e. Thrust blocks are required on all vertical and horizontal bends in pressure pipes.
- f. Meters shall not be placed on highway ROW except within corporate limits where municipal regulations allow such use.

15. ALIGNMENT, COVER, CLEARANCE

- a. Location and alignment of Permittee's facilities shall only be as specified in this permit or as otherwise indicated in the approved plans or work sketch (EXHIBIT A).
- b. Parallel installations will not be permitted under roadways (including curbing and/or shoulders) or median areas, except within corporate boundaries, subject to municipal regulations.
- c. Parallel installations should be located as near as practicable to the ROW line. Crossings shall be as nearly perpendicular to the highway as feasible.
- d. Where no feasible alternate locations exist, the Department may permit parallel installations along roadside areas within 15 feet from edge of shoulder or back of curb. In these cases, the facility must be so located and safeguarded as to avoid potential conflict with necessary highway appurtenances (signs, guard rail, delineators, etc.). Specific safeguards such as increasing depth of cover to 60 inches, capping, or encasement, shall be specified in this permit's Special Provisions.
- e. Parallel installations shall follow a uniform alignment, wherever practical. Due consideration must be given to conserving space available for future utility accommodations. The standard allowable deviation from the approved horizontal alignment is ± 18 inches.
- f. Minimum cover shall conform to the Special Provisions. Normal specified cover will be 48 inches or greater; reduced cover may be approved where site conditions warrant, subject to other safeguards as may be specified or approved in the permit. Minimum overhead clearance shall conform to the Special Provisions, consistent with Utility Accommodation Code criteria.

16. PAVEMENT CUTS AND REPAIRS

Paved surfaces shall not be cut unless otherwise specified in this permit. No more than one half the width of the roadbed may be opened at a time, when otherwise permitted. Pavement shall be sawed or wheel-cut to a neat line. Pavement shall be replaced to a design equal to or greater than that of the surrounding undisturbed pavement structure. Pavement repair shall conform to the Special Provisions or the approved plans.

17. BORING, JACKING, ENCASEMENT

Unless otherwise specified, buried crossings shall be bored or jacked beneath the roadway, at least from toe of slope to toe of opposite slope. Portals for untrenched crossings more than 5 feet in depth shall be bulk headed in conformance with OSHA construction and safety standards. Portal limits of untrenched crossings shall be established safely beyond the highway surface and clear zone and in no case shall the lateral distance from the surfaced area of the highway to the boring or jacking pit be less than the vertical difference in elevation between such surface and the bottom of the pit. Water jetting or tunneling is not permitted. Water assisted boring may be permitted as determined by the CDOT Inspector. Boring hole shall be oversized to the minimum amount required to allow pull-through of the conduit being installed. Resultant voids shall be grouted or otherwise backfilled, subject to CDOT approval. Ends of bored sections shall not be covered before being inspected. Encasement shall be consistent with Utility Accommodation Code provisions. CDOT may require protective casing for shallow installations or certain conduit materials. Encased crossings shall extend at least from toe of slope to toe of slope, or the full width

CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

between access-control lines on freeways, including the Interstate System.

18. INSPECTION AND ACCEPTANCE

- a. CDOT will determine the extent of inspection services necessary for a given installation. Permittee shall attend final inspection as may be required. If the initial performance of permitted work was unacceptable, as determined by the Department, the Permittee shall perform any reconstruction or improvement of that work as ordered by the Department, in a timely manner and prior to any further construction. If permitted operations are not being carried out in compliance with the terms and conditions of this permit, the Department may order the Permittee to perform whatever corrective measures are necessary to attain compliance with the permit. If there is an immediate danger to the public's health, safety or welfare, the Department may order the Permittee to cease all operations and if necessary, to remove all equipment and facilities from the SHROW.
- b. Final acceptance does not relieve Permittee of maintenance obligations toward those elements of the highway facility constructed under this permit. Final acceptance begins the two-year warranty period (see requirement under "Operation and Maintenance" below).

19. ENVIRONMENTAL CLEARANCES/PERMITS

- a. It is the responsibility of the Permittee to determine which environmental clearances and/or regulations apply to their activities and to obtain any clearances that are required directly from the appropriate regulatory agency prior to commencing work. Please refer to or request a copy of the "CDOT Environmental Clearance Information Summary" (ECIS) for details. The ECIS may be obtained from CDOT Permitting Offices or may be accessed via the CDOT webpage at <http://www.dot.state.co.us/UtilityProgram/Forms.cfm>. Failure to comply with regulatory requirements may result in suspension or revocation of your CDOT permit, or enforcement actions by other agencies.
- b. The Special Provisions of this permit shall list any specific environmental clearances or permits that the Department has been notified by the Permittee or by the administering regulatory agency apply to the operations authorized by this permit. The Special Provisions shall require the Permittee obtain the listed environmental clearances/permits prior to beginning work.
- c. The Permittee shall comply with all requirements described in the CDOT Environmental Clearances Information Summary, including those pertaining to:
 - 1) Ecological Resources
 - 2) Cultural Resources
 - 3) Discharges of Stormwater or Process Water
 - 4) Hazardous Materials
 - 5) Discharges of Dredged or Fill Material
 - 6) Erosion and Sediment Control
 - 7) Disposal of Drilling Fluids
 - 8) Concrete Washout
 - 9) Spill Reporting
 - 10) Transportation of Hazardous Materials
- d. Disturbance of any wildlife shall be avoided to the maximum extent practicable. If threatened or endangered species or archeological or historical artifacts are encountered during the progress of a project, work in the subject area shall be halted and the CDOT regional permitting office shall be contacted immediately for direction as to how to proceed.
- e. All discharges of stormwater or process water are subject to the applicable provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations.

- f. There shall be no disposal of hazardous materials in the state highway right of way. Solid waste shall be removed from the state highway right of way and disposed of at a permitted facility or designated collection point (such as the Permittee's own dumpster). Drilling fluids must be disposed of as described in the ECIS.
- g. If pre-existing solid waste or hazardous materials contamination (including oil or gasoline contaminated soil, asbestos, chemicals, mine tailings, etc.) are encountered during the performance of work, the Permittee shall halt work in the affected area and immediately contact the CDOT regional permitting office for direction as to how to proceed.
- h. Spills shall be reported immediately using the CDOT Illicit Discharge Hotline (303) 512-4446. Spills on the highway, into waterways, or that may otherwise present an immediate danger to the public, shall be reported by calling 911 or the Colorado State Patrol at (303) 239-4501, and the Colorado Department of Public Health and Environment at 1-(877) 518-5608.

20. RESTORATION OF RIGHT OF WAY

Prior to final acceptance, all disturbed portions of highway right of way shall be cleaned up and restored to their original condition, subject to CDOT approval. Seeding, sodding, and planting shall be as specified, or otherwise approved by CDOT. Construction, maintenance and watering requirements shall conform to the CDOT Standard Specifications. Where landscape restoration must be delayed due to seasonal requirements, such work may be authorized by separate permit. Permittee shall use only certified weed-free seed and mulch. Permittee shall clean equipment before transporting it into or out of the state to prevent the migration of noxious weeds.

21. OPERATION AND MAINTENANCE

- a. Permittee agrees to own and maintain the installation permitted herein. The facility shall be kept in an adequate state of repair and maintained in such a manner as to cause the least interference with the normal operation and maintenance of the highway.
- b. If any element of the transportation facility, constructed or replaced as a condition of this permit, fails within 24 months due to improper construction or materials, Permittee shall make all repairs immediately as notified in writing by CDOT.
- c. Routine, periodic maintenance and emergency repairs may be performed under the general terms and conditions of this permit. CDOT shall be given proper advance notice whenever maintenance work will affect the movement or safety of traffic. In an emergency, the CDOT Region office and the State Patrol shall immediately be notified of possible traffic hazards. Emergency procedures shall be coordinated beforehand, where possible.
- d. Maintenance activities requiring new excavation or other disturbance within highway ROW may require separate permit. Where highway construction or maintenance operations so require, Permittee will shut off lines, remove all combustible materials from the highway right of way, or provide other temporary safeguards.

22. MARKERS, LOCATION AIDS, LOCATION ASSISTANCE

- a. The utility shall take all practical measures to ensure that buried utility facilities are surface-detectable by standard geophysical methods. Where the utility facilities, by the nature of their material properties, burial depth or other factors, may by themselves not be surface-detectable, the utility shall, where feasible, incorporate detection wire or other detection aids in the installation of those facilities. In instances where detection aids are not feasible or would be ineffective and surface-detectability cannot be ensured, surface markers shall be installed as directed by the Department and as-constructed plans and showing the accurate horizontal and vertical location of the buried facilities shall be provided to the Department.

CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

- b. All plowed or trenched installations must include color-coded (using the American Public Works Association color coding system) warning tape placed not less than 12 inches vertically above the top of the line. The warning tape shall be surface-detectable if needed to facilitate detection of the line.
 - c. The utility shall place readily identifiable markers at the right of way line where it is crossed by pipelines carrying transmittants which are flammable, corrosive, expansive, energized, or unstable, particularly if carried at high pressure or potential, except where a vent will serve as a marker.
 - d. The utility shall place markers for longitudinal underground facilities vertically above the facilities or at a known horizontal offset, unless otherwise approved in writing by the Department. Each marker shall provide a fore- and backsight to succeeding and preceding markers. Markers shall be installed at suitable intervals along tangent sections, at angle points or points of curvature and at reasonable intervals along curves.
 - e. The utility shall maintain any markers required by this Code for the life of the installation.
 - f. The Department may require the utility to submit "as-constructed" plans. The Department may enter into an agreement with the utility whereby the Department can rely on those plans for the exact location of the utility for any future excavations, and need not give notice to the utility under Article 1.5 of Title 9, C.R.S.
 - g. The utility will comply with the applicable requirements of Article 1.5 of Title 9 C.R.S., including any requirement to participate in the State's Notification Association pursuant to 9-1.5-105 C.R.S.. All owners of underground utilities within the SHROW, with the exception of the Department itself, must become members of the UNCC Notification Association.
 - h. In addition to complying with the provisions of Article 1.5 of Title 9 C.R.S (One-Call Statute) in response to the Department's notification of planned excavations, utility owners shall surface-mark their buried utility facilities that are located within the SHROW in order to facilitate Departmental engineering and design activities, upon reasonable request from the Department, and at no cost to the Department. The Permittee shall respond to such request within a reasonable timeframe acceptable to the Department, but no longer than 14 calendar days from the date of request, and the accuracy of the surface marking shall be within 18 inches of either side of the actual location of the buried facility.
- the facilities may be retired or abandoned in place, along with any special conditions that may apply.
- b. Retired facilities shall remain the Permittee's sole responsibility, subject to all provisions of the Utility Accommodation Code and all of the terms and conditions of the permit issued for that facility, including maintenance and relocation requirements.
 - c. The Permittee shall promptly remove all abandoned facilities from the SH ROW and promptly restore the SH ROW to pre-existing or other conditions prescribed by the Department unless the Department in writing expressly allows the facility to remain in place. Written notice from the Department, allowing an abandoned facility to remain in place, may include special conditions.
 - d. If utility facilities are retired or abandoned in place, the utility shall comply with that decision if directed by the Department:
 - 1) cap, plug or fill lines,
 - 2) furnish suitable location records for any such buried facilities,
 - 3) maintain its own records of such facilities and respond to locate notices/requests from the UNCC and/or excavators, In providing such locates, the utility will indicate to the requesting entity whether or not the subject facilities are retired or abandoned.
 - 4) perform any other actions as deemed necessary by the Department to protect the transportation facility and/or the traveling public.
 - e. If the ownership of utility facilities is transferred, both the original Permittee and the new owner shall notify the Department in writing prior to the change in ownership, and such notice shall state the planned date of change in ownership. The notice from the new owner shall include a written statement accepting all terms and conditions of the existing permit, effective upon the planned date of the change in ownership.
 - f. Utility facilities containing asbestos may not be abandoned in-place. Ordinarily, such facilities must be removed from the SHROW when take out of service. On a case-by-case basis, the Department may allow such facilities to be retired in-place, with the owner retaining full legal ownership and responsibility for the facilities.

25. SUSPENSION AND CANCELLATION

- a. The CDOT inspector may suspend operation due to:
 - 1) Non compliance with the provisions of this permit
 - 2) Adverse weather or traffic conditions
 - 3) Concurrent transportation construction or maintenance operations in conflict with the permitted work.
 - 4) Any condition deemed unsafe for workers or for the general public.
- b. Work may resume when grounds for suspension no longer exist.

This permit is subject to cancellation due to:

- 1) Persistent noncompliance with permit provisions
 - 2) Abandonment or transfer of ownership
 - 3) Superseded by new permit covering the same installation
 - 4) Conflict with necessary planned transportation construction.
- c. Permittee must promptly terminate occupancy upon notice of cancellation of permit, unless a new permit is applied for and granted.
 - d. Where Permittee does not fulfill an obligation to repair or maintain any portion of the highway facility, or control and safely maintain the flow of traffic thereon, CDOT reserves the right, in lieu of canceling this permit, to accomplish the required work by any other appropriate means, and Permittee shall be liable for the actual costs thereof.

23. ADJUSTMENTS DUE TO HIGHWAY CONSTRUCTION

If for any transportation purpose it becomes necessary to remove, adjust, or relocate this facility, Permittee will do so promptly, at no cost to the CDOT except as provided by law, upon written notice from CDOT and in accordance with the utility relocation permit issued to cover the necessary work. The utility shall perform the relocation at or within a time convenient to and in proper coordination with the project or transportation-related activity, to minimize public inconvenience and cost, as directed by the Department in the permit authorizing the relocation. The utility company shall pay for damages caused by the company's delay in the performance of utility relocation work or interference with the performance of transportation project work done by others. Such damages include, but are not limited to, payments made by the Department to any third party based on a claim that performance of the transportation project work was delayed or interfered with as a direct result of the utility company's failure to timely perform the utility relocation work. Damages resulting from delays in the performance of the utility relocation work or interference with the transportation project work that are caused by events beyond the utility company's ability to reasonably foresee or control (a force majeure) shall not be charged to the utility company.

24. ABANDONMENT, RETIREMENT, CHANGE IN OWNERSHIP

- a. The Permittee shall notify the Department in writing of the planned retirement or abandonment of its facility or any portion thereof. The Department will notify the Permittee in writing if it determines that

COLORADO DEPARTMENT OF TRANSPORTATION Environmental Clearances Information Summary

PURPOSE - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive - additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT – Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies**

CLEARANCE CONTACTS - As indicated in the permit/clearance descriptions listed below, the following individuals or agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – (303) 692-2035
Water Quality Control Division (WQCD): (303) 692-3500
Environmental Permitting Website <https://www.colorado.gov/pacific/cdphe/all-permits>
- CDOT Water Quality Program Manager: (303) 757-9343 <https://www.codot.gov/programs/environmental/water-quality>
- CDOT Asbestos Project Manager: Phil Kangas, (303) 512-5519
- Colorado Office of Archaeology and Historic Preservation: (303) 866-3395
- U.S. Army Corps of Engineers, District Regulatory Offices:
Omaha District (NE CO), Denver Office (303) 979-4120
<http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx>
Sacramento Dist. (Western CO), Grand Junction Office (970) 243-1199
<http://www.spk.usace.army.mil/Missions/Regulatory.aspx>
Albuquerque District (SE CO), Pueblo Office (719)-543-9459
<http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits.aspx>
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 <https://www.codot.gov/business/permits>

Wildlife Resources - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat will require special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, <http://www.codot.gov/programs/environmental/wildlife/guidelines>, or the Colorado Parks and Wildlife (CPW) website, <http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx>. Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

Cultural Resources - The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAH), Denver, to ascertain if historic or archaeological resources have previously been identified (<http://www.historycolorado.org/oahp/file-search>). Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are known to exist prior to the initiation of the permitted work or are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM. **Contact Information:** Contact the OAH for file searches at (303) 866-3395.

Paleontological Resources - The applicant must request a fossil locality file search through the University of Colorado Museum, Boulder (<https://cumuseum.colorado.edu/research/paleontology/vertebrates/policies>), and the Denver Museum of Nature and Science (<http://www.dmns.org/science/collections/earth-science-collections/>) to ascertain if paleontological resources have been previously identified in or near the permit area. Inventory of the permit area by a qualified paleontologist may be necessary, per the recommendation of CDOT. If fossils are encountered during the permitted work, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. **Contact Information:** See the museum websites listed above for Paleontological Collections Manager contact information. Contact the CDOT Paleontologist for further information at nicole.peavey@state.co.us or (303) 757-9632. The CDOT Paleontologist will not conduct a comprehensive file search independently of the museums.

Hazardous Materials, Solid Waste - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed. **Contact Information:** Theresa Santangelo-Dreiling, CDOT Hazardous Materials Project Manager, (303) 512-5524, or Andy Flurkey, (303) 512-5520.

Asbestos Containing Materials, Asbestos Contaminated Soil - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid

Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. Additional guidance or requirements may be specified in the permit special provisions. **Contact Info:** CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information **concerning clearance on CDOT projects** is available from the CDOT Asbestos Project Manager (303) 512-5519, or Theresa Santangelo-Dreiling, Hazardous Materials Management Supervisor (303) 512-5524.

Transportation of Hazardous Materials - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. **Contact Information:** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra-state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications Issued by the CDPHE WQCD - Corps of Engineers 404 permits are required for the discharge of dredged or fill materials into waters of the United States, including wetlands. There are various types of 404 permits, including nationwide permits, which are issued for activities with relatively minor impacts. For example, there is a nationwide permit for utility line activities (nwp #12). Depending upon the specific circumstances, it is possible that either a “general” or “individual” 404 permit would be required. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

Working on or in any stream or its bank - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length. The CPW application, as per guidelines agreed upon by CDOT and CPW, can be accessed at <http://www.coloradodot.info/programs/environmental/wildlife/guidelines>.

Stormwater Construction Permit (SCP) and Stormwater Discharge From Industrial Facilities - Discharges of stormwater runoff from construction sites disturbing one acre or more - or certain types of industrial facilities, such as concrete batch plants - requires a CDPS Stormwater Permit. **Contact Information:** Contact the CDPHE Water Quality Control Division at (303) 692-3500. Website: <https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits> and <https://colorado.gov/pacific/cdphe/wq-commerce-and-industry-permits>.

Construction Dewatering (Discharge or Infiltration) and Remediation Activities - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. **Contact Information:** For Construction Dewatering and Remediation Activities Discharge Permits, contact the CDPHE WQCD at (303) 692-3500. For Applications and Instructions (CDPHE website): <https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits>.

Municipal Separate Storm Sewer System (MS4) Discharge Permit - Discharges from the storm sewer systems of larger municipalities, and from the CDOT highway drainage system that lies within those municipalities, are subject to MS4 Permits issued by the CDPHE WQCD. For facilities that lie within the boundaries of a municipality that is subject to an MS4 permit, the owner of such facility should contact the municipality regarding stormwater related clearances that may have been established under that municipality's MS4 permit. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (<https://www.colorado.gov/pacific/cdphe/wqcc-regulations-and-policies-and-water-quality-statutes>) and the CDOT MS4 Permit # COS-000005 (<https://www.codot.gov/programs/environmental/water-quality/documents>). Discharges are subject to inspection by CDOT and CDPHE. Contact the CDPHE Water Quality Control Division at (303) 692-3500 for a listing of municipalities required to obtain MS4 Permits, or go to <https://www.colorado.gov/pacific/cdphe/wq-municipal-ms4-permits>.

General Prohibition – Discharges - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment. **Contact Information:** Contact the CDPHE Water Quality Control Division at (303) 692-3500.

General Authorization - Allowable Non-Stormwater Discharges - Unless otherwise identified by CDOT or the WQCD as significant sources of pollutants to the waters of the State, the following discharges to stormwater systems are allowed without a Colorado Discharge Permit System permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. Allowable non-stormwater discharges can be found at <https://www.codot.gov/programs/environmental/water-quality/glossary.html>. **Contact Information:** The CDPHE Water Quality Control Division (telephone #'s listed above).

Erosion and Sediment Control Practices - For activities requiring a Stormwater Construction Permit, erosion control requirements will be specified in that permit. In those situations where a stormwater permit is not required, all reasonable measures should be taken in order to minimize erosion and sedimentation according to CDOT Standard Specifications 107.25 and 208. All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217 and 623. In any case, the CDOT Erosion Control and Stormwater Quality Guide (most recent version) should be used to design erosion controls and to restore disturbed vegetation. **Contact Information:** The CDOT Erosion Control and Stormwater Quality Guide may be obtained from the Bid Plans Office at (303) 757-9313 or from: <https://www.codot.gov/programs/environmental/landscape-architecture/erosion-storm-quality>.

Disposal of Drilling Fluids - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as “discharges” or “solid wastes,” and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). **Contact Information:** Contact CDPHE (telephone #'s listed above).

Noxious Weeds and Invasive Species Management Plan – Noxious Weeds and Invasive Species guidance can be found by contacting the Colorado Department of Agriculture (<https://www.colorado.gov/pacific/agconservation/noxiousweeds>) and the Colorado Division of Parks and Wildlife (<http://cpw.state.co.us/aboutus/Pages/RS-NoxiousWeeds.aspx>). In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.

Concrete Washout - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall only be performed as specified by the CDOT Environmental Program and shall be in accordance to CDOT specifications and guidelines. **Contact Information:** Contact CDPHE or find additional information on the CDOT website: <https://www.codot.gov/business/designsupport/2011-construction-specifications/2011-Specs> and refer to the specifications and their revisions for sections 101, 107 and 208.

Spill Reporting - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4446 (4H20), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at <https://www.colorado.gov/pacific/cdphe/emergency-reporting-line>.

About This Form - Questions or comments about this Information Summary may be directed to Alex Karami, Program Administrator, CDOT Access Management Unit, at (303) 757-9841, alex.karami@state.co.us.

What is stormwater runoff?

Stormwater runoff occurs when precipitation from rain or snowmelt flows over the ground. Impervious surfaces like roads and sidewalks prevent stormwater from naturally soaking into the ground.

Why is stormwater runoff a problem?

Stormwater can pick up debris, chemicals, dirt and other pollutants and flow into CDOT's storm drain system or directly into a stream, river, lake, wetland or reservoir. Anything that enters CDOT's storm drain system is discharged untreated into the waterways we use for fishing, swimming, and providing drinking water.



Dredged spoil, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, garbage, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, pH, wrecked or discarded equipment, rock, sand, any industrial, municipal, or agricultural waste.

Tips for Reporting an Illicit Discharge

Call the illicit discharge hotline at **(303) 512-4426**. From a safe distance try to estimate the amount of the discharge. Identify characteristics of the discharge (color, odor, algae, etc.). Obtain information on the vehicle dumping the waste (if applicable). Do not approach! Call *CSP for illicit dumping. If possible, take a photo, record a license plate.

REMEMBER:

Never get too close to the illicit discharge, it may be dangerous!!!

For more information on CDOT Utility Permits:

<https://www.codot.gov/business/permits/utilities/specialuse>

For more information on CDOT Access Permits:

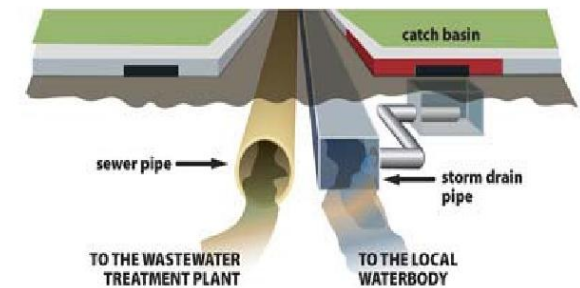
<https://www.codot.gov/business/permits/access/permits>

For more information on CDOT Water Quality Program:

Water Quality Program Manager
4201 E. Arkansas Ave.
Shumate Building
Denver, Colorado 80222
303-757-9343

Water Quality Program Industrial Facilities Program

CDOT has a Municipal Separate Storm Sewer System permit, otherwise known as (MS4) from the Colorado Department of Public Health and Environment. The permit states that only stormwater can be discharged from CDOT's storm drain system.



As part of the permit, CDOT has several different programs to prevent pollutants from entering into the storm drain system:

- Construction Site Program
- New Development Redevelopment Program
- Illicit Discharge Program
- Industrial Facilities Program
- Public Education and Outreach Program
- Pollution Prevention and Good Housekeeping Program
- Wet Weather Monitoring Program

Control Measures for Industrial Facilities

Industrial facilities can use control measures (CM) otherwise known as Best Management Practices (BMP) during the construction of a facility and when operating the facility. Control measures are schedules of activities, maintenance procedures, and other management practices to prevent and reduce pollution entering into CDOT's storm drain system. Control Measures also include treatment, operating procedures, and practices to control site run off which can include structural and non-structural controls.

CDOT defines a utility, or utility facility as any privately, publicly, or cooperatively owned line, facility, or system producing, transmitting or distributing the following:

- ✓ Communications
- ✓ Cable television
- ✓ Power
- ✓ Electricity
- ✓ Light
- ✓ Heat Gas
- ✓ Oil
- ✓ Crude Products
- ✓ Water
- ✓ Stream
- ✓ Waste
- ✓ Stormwater not connected with highway drainage
- ✓ Similar Commodity

Industrial Facilities Program Elements:

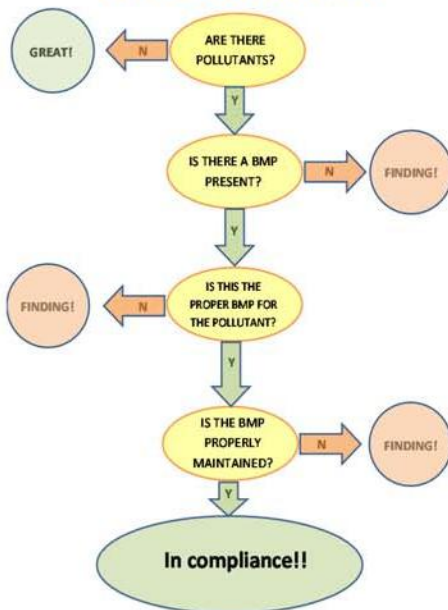
1. Educate and outreach to owners or operators that have potential to contribute substantial pollutant to water.
2. Report and include information on discharge and water quality concerns. Provide written notification within 15 days of discovery to CDPHE.
3. Submit an annual report to CDPHE containing the number of informational brochures distributed; name and title of each individual trained.

Education

There are instances when a utility company or other entity doing work in the state highway right-of-way will require some type of environmental permit or clearance for that work. CDOT has put together an Environmental Clearances Information Summary for those applying for a CDOT Utility and Special Use Permit or Access Permit to obtain all required clearances. This fact sheet is given to each permittee and is available at:

<https://www.codot.gov/programs/environmental/resources/guidance-standards/Environmental%20Clearances%20Info%20Summary.pdf>

THE GAUNTLET





COLORADO

Department of Transportation

Region 3 Traffic Section
222 South 6th Street Room 100
Grand Junction, Colorado 81501
(970) 683-6288 Fax: (970) 683-6290

LATE FALL, WINTER AND SPRING SPECIAL PROVISIONS FOR WORK WITHIN CDOT ROW

Due to Northwest Colorado's unpredictable weather, work in the ROW can create several types of hazards for the traveling public, contractors, and their personnel. The condition of the highway can change quickly. Mud tracked onto the highway by equipment, ice and snowpack are just a few of the conditions that make the roadway more hazardous for all concerned. The terrain within the ROW must be kept clear of hazards as well. Holes, trenches, equipment and materials can make the terrain "unrecoverable" for a driver should his/her vehicle leave the highway.

Activities must be shut down when the roadway is other than dry. The use of frozen materials for backfilling will only lead to settlement. The contractor must make extra effort to compact the excavation. In the spring, any settlement of backfill shall be repaired. The re-vegetation shall take place this fall or early next spring.





ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 12/20/2016
PRODUCER LIC #N/A CIRSA 3665 Cherry Creek North Drive Denver, CO 80209	1-303-757-5475	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE		
INSURED City of Grand Junction 250 North Fifth Street Grand Junction, CO 81501-2668	INSURER A: CIRSA INSURER B: INSURER C: INSURER D: INSURER E:	

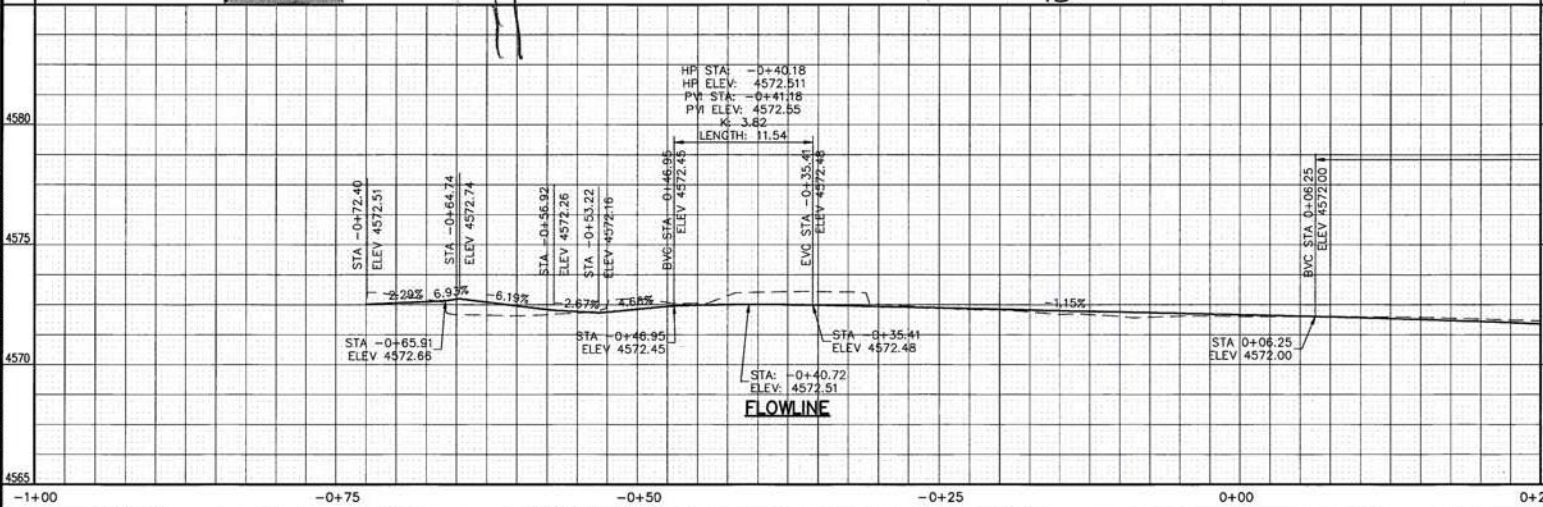
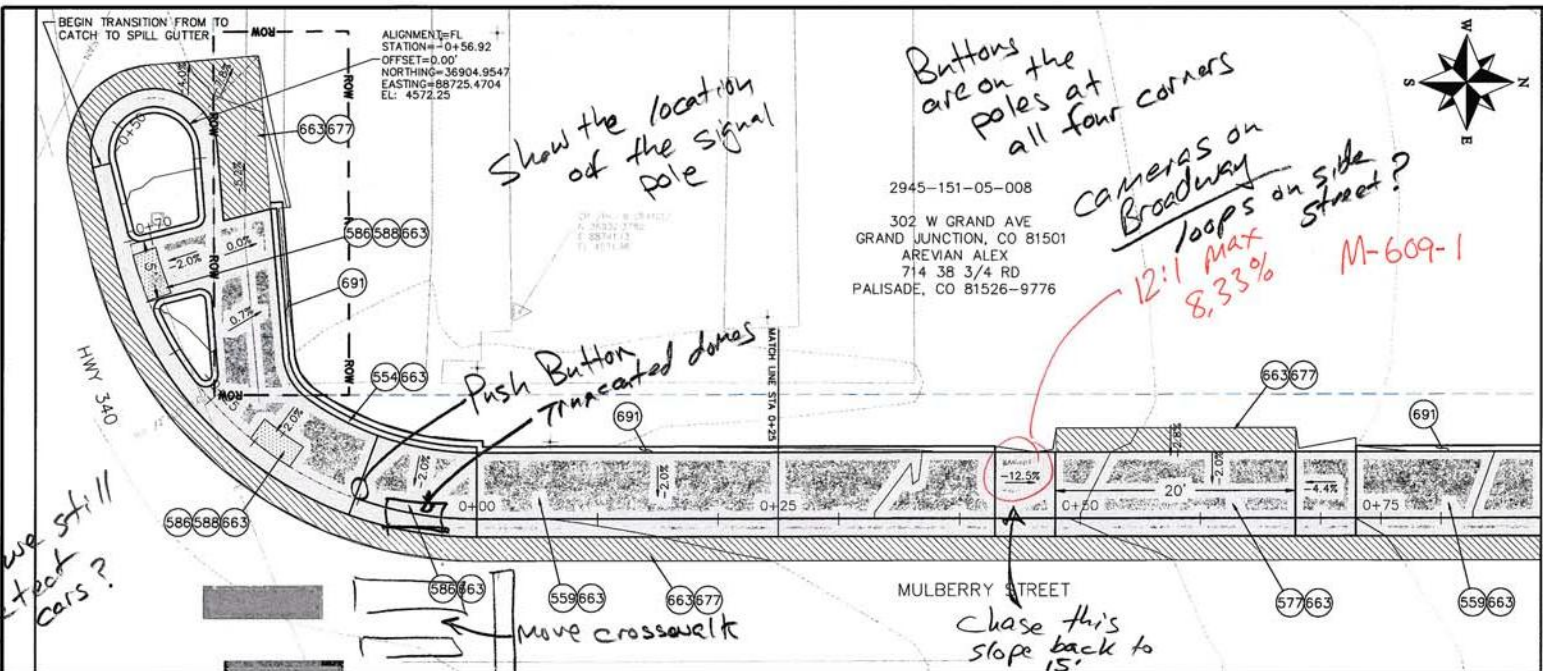
COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$10m POL E&O Aggregate GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	LIAB 01-2017	01/01/17	01/01/18	EACH OCCURRENCE \$ 10,000,000 FIRE DAMAGE (Any one fire) \$ 10,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	LIAB 01-2017	01/01/17	01/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				\$ \$ \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 With respects to CDOT permit for City of Grand Junction to work on CDOT right-of-ways.

CERTIFICATE HOLDER N Colorado Department of Transportation (CDOT) Utility Permit Office 222 South 6th Street Grand Junction, CO 81501 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Paul Padbury</i>
---	---



PROJECT NUMBER

CONSTRUCTION NOTES

- (15) 210 - ADJUST TRAFFIC PULLBOX TO FINISHED GRADE.
- (54) 608.06 - CONCRETE CURB (6" WIDE, 16" HIGH)
- (55) 608.06 - MONOLITHIC VERTICAL CURB, GUTTER AND SIDEWALK (7" WIDE).
- (57) 608.06 - CONCRETE DRIVEWAY SECTION (6" THICK) (COMMERCIAL)
- (58) 608.06 - CONCRETE CURB RAMP
- (59) 608.06 - DETECTABLE WARNING
- (63) 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
- (77) 401.08 - HOT BITUMINOUS PAVEMENT (4" THICK) (GRADING, 5% BINDER GRADE PG 64-22) (TWO 2" LIFTS)
- (91) 304 - EDGE TREATMENT AGGREGATE BASE COURSE (CLASS 6)

HATCH LEGEND

- ASPHALT
- CONCRETE

MATCH LINE

Can we still detect cars?

Show the location of the signal pole

Buttons are on the poles at all four corners

Cameras on Broadway loops on side street?

12:1 Max 8.33% M-609-1

Push Button truncated domes

Move crosswalk

Chase this slope to 15%

REVISION	DESCRIPTION	DATE	DRAWN BY	HMC	DATE	2017
REVISION			DESIGNED BY	JRT	DATE	2017
REVISION			CHECKED BY	JRT	DATE	2017
REVISION			APPROVED BY		DATE	

SCALES: PLAN & PROFILE

HORIZONTAL: 1" = 10'

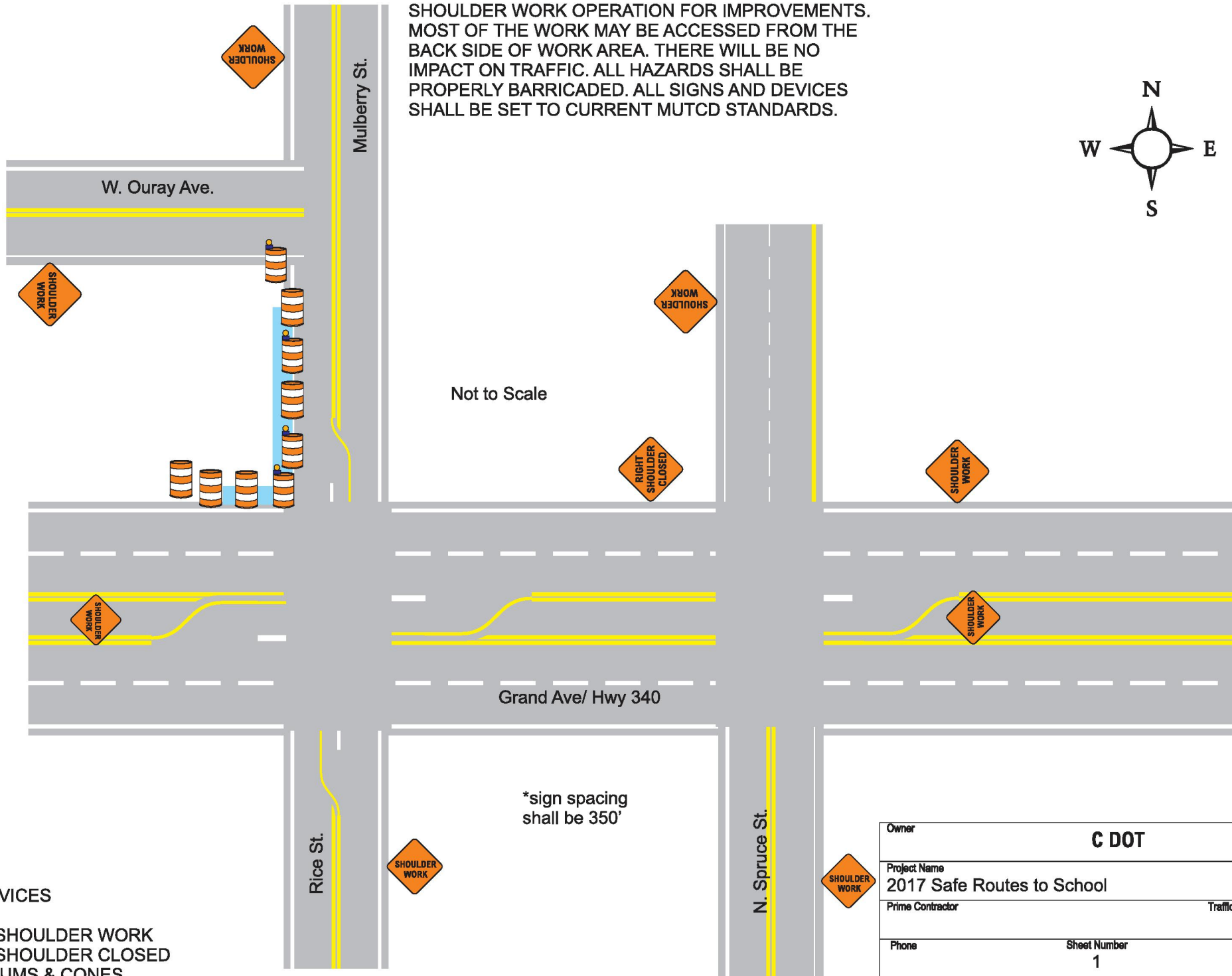
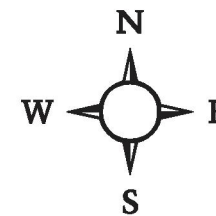
VERTICAL: 1" = 5'

City of Grand Junction
COLORADO

PUBLIC WORKS AND UTILITIES ENGINEERING DIVISION

2017 SAFE ROUTES TO SCHOOL
MULBERRY ST PLAN AND PROFILE
STA -1+00 TO STA 0+25

THIS METHOD OF HANDLING TRAFFIC SHOWS A SHOULDER WORK OPERATION FOR IMPROVEMENTS. MOST OF THE WORK MAY BE ACCESSED FROM THE BACK SIDE OF WORK AREA. THERE WILL BE NO IMPACT ON TRAFFIC. ALL HAZARDS SHALL BE PROPERLY BARRICADED. ALL SIGNS AND DEVICES SHALL BE SET TO CURRENT MUTCD STANDARDS.



Not to Scale

Grand Ave/ Hwy 340

Mulberry St.

Rice St.

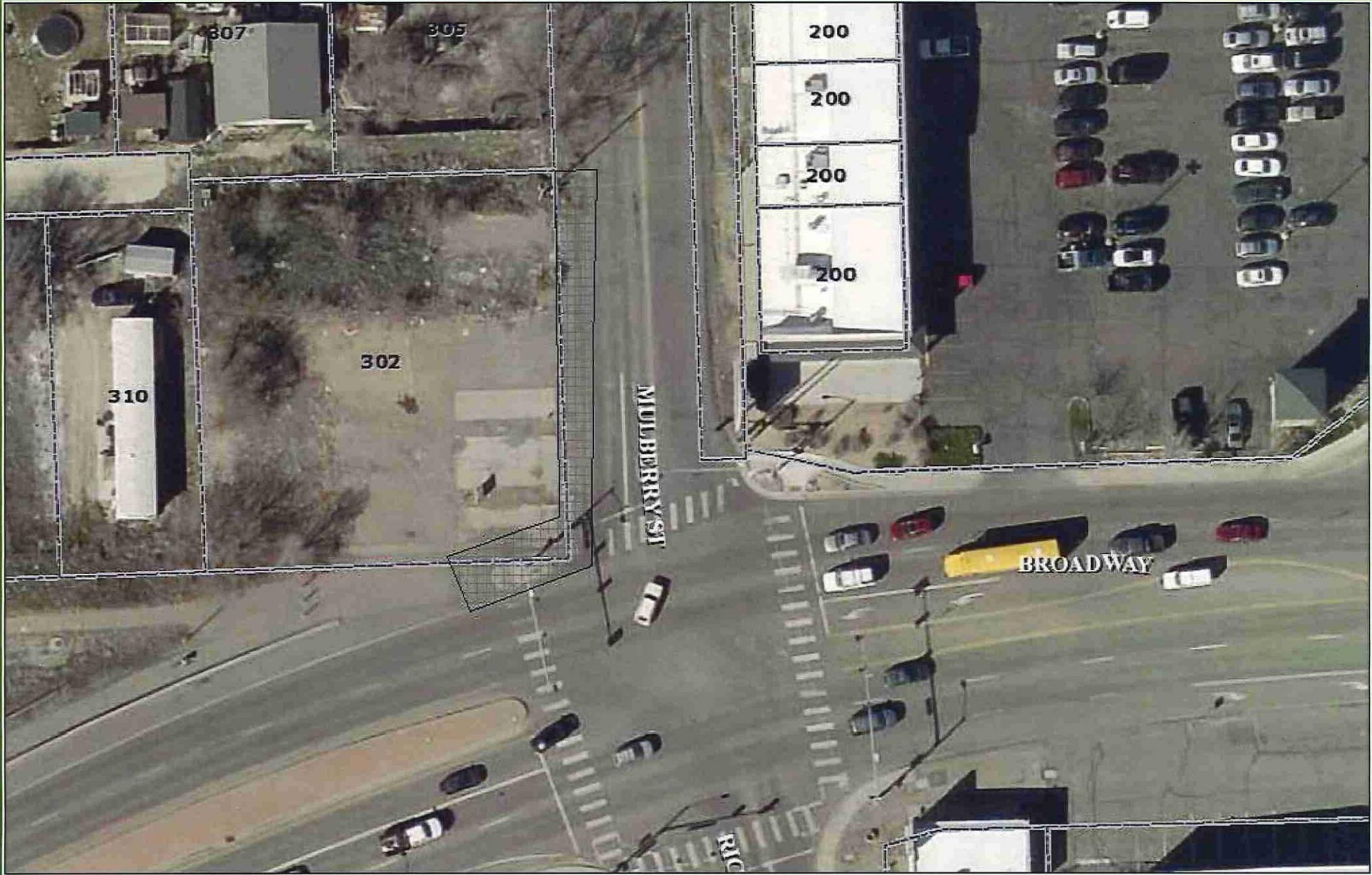
N. Spruce St.

*sign spacing shall be 350'

- DEVICES**
- 7- SHOULDER WORK
 - 1- SHOULDER CLOSED
 - DRUMS & CONES

Owner	C DOT	
Project Name	2017 Safe Routes to School	Project Number
Prime Contractor		Traffic Control Contractor
Phone	Sheet Number 1	Date 5/10/2017
Prepared By	Jodie Kempton ATSSA Certified	

City of Grand Junction

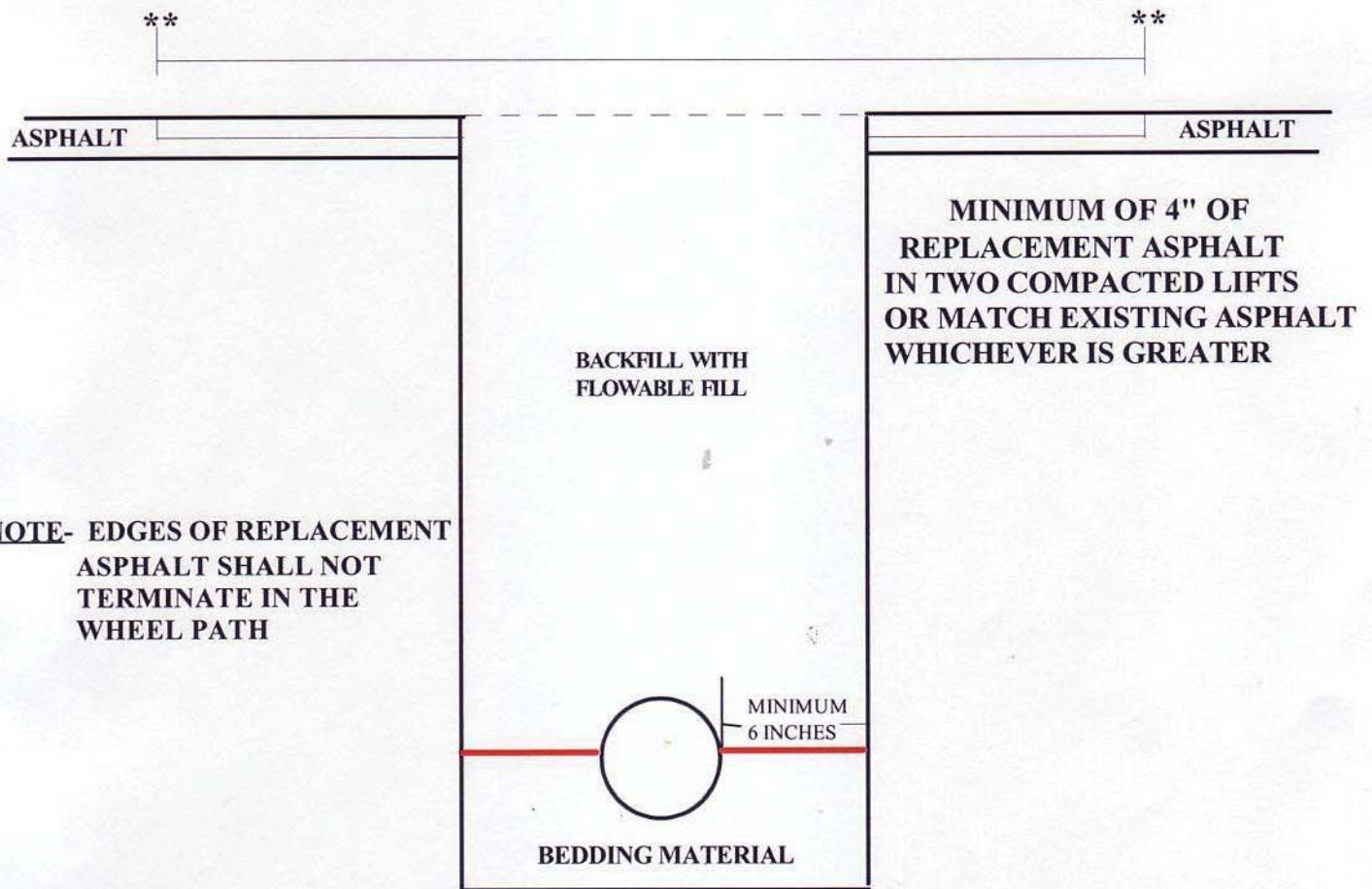


Printed: 4/5/2017

1 inch = 45 feet

INSTALLATION & T-TOP ASPHALT REMOVAL DETAIL FLOWFILL

**REPLACEMENT ASPHALT
MINIMUM OF 2 FEET ON EACH SIDE OF TRENCH
OR
TO UNDISTURBED SOLID BASE,
WHICHEVER IS GREATER****



**DEPENDING ON EXISTING ASPHALT THICKNESS
ASPHALT MAY BE SAW OR WHEEL CUT**

COLORADO DEPARTMENT OF TRANSPORTATION SPECIAL USE PERMIT		TYPE: Work in ROW	
PERMITTEE Name: CITY OF GRAND JUNCTION Jerod Timothy		DEPARTMENT USE ONLY Date Issued 5/23/2017	
Address: 250 N 5th St Grand Junction, CO 81501		Permit # 3170163-S	Milepost 13.20
Telephone: (970) 244-1565		S.H.# 340 A	Region 03
		Section 02	
		Patrol 11-2 Rob Gustafson	

NOTICE TO PERMITTEE: For underground facility location information, contact the Utility Notification Center of Colorado (UNCC). Pursuant to 9-1.5-103 C.R.S. you shall not make or begin excavation without first notifying the UNCC and if necessary, then notifying the tier two members having underground facilities in the area of such excavation. Notification shall also be given to the CDOT regional permitting office, or as otherwise directed by this Permit's Special Provisions. Notice of the commencement, extent and duration of the excavation work shall be given at least two business days prior thereto, not including the day of actual notice. The UNCC may be called at 1-800-922-1987. **CDOT may be called at (970) 683-6271.**

ACTIVITY DESCRIPTION (Furnished by Permittee)

PURPOSE Installation Adjustment Removal Maintenance of existing Facility

FACILITY (Type, size, class of transmittant, design pressure or etc.)

DESCRIPTION OF WORK Reconstruction of existing curb ramp, Installation of approx 260 lineal feet of monolithic curb, gutter and sidewalk along the west side of Mulberry north of HWY 340

NATURE OF INSTALLATION Longitudinal (Parallel) Transverse (Crossing)
 Buried Aerial/Ground-mounted Attach. To Hwy. Str. No.

LOCATION: Northwest corner of SH 340 and Mulberry, east corner of W Grand Avenue and Mulberry Street

County: Mesa City/Town: Grand Junction Project Info: n/a

ADDITIONAL REMARKS Upgrade from existing traffic loops to camera. Install stand alone push button ped. xing pedstal

SPECIAL PROVISIONS (completed by the Department) The Special Provisions are terms and conditions of this permit.

Any work shall only be in accordance with the approved plans and special provisions as set forth in this permit and its attachments.

The CDOT inspector is Joel Berschauer Telephone: 970-250-3356

Work is to be completed on or before: May 23, 2018 or within _____ days, (as applicable) joel.berschauer@state.co.us

Work time restrictions: Daylight hours only. No weekends, holidays, or during special events


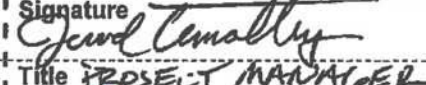

Designated minimum cover is N/A Designated overhead clearance is N/A

(ALSO SEE ATTACHED STANDARD PROVISIONS, AND ADDITIONAL SPECIAL PROVISIONS), (TRAFFIC CONTROL MUST CONFORM TO THE MUTCD)

Other: Field Inspector shall be notified 48 hours prior to beginning work or permit if void, unless prior approval is obtained. Notify Inspector for final inspection. Contact Joel Berschauer by cell at 250-3356.

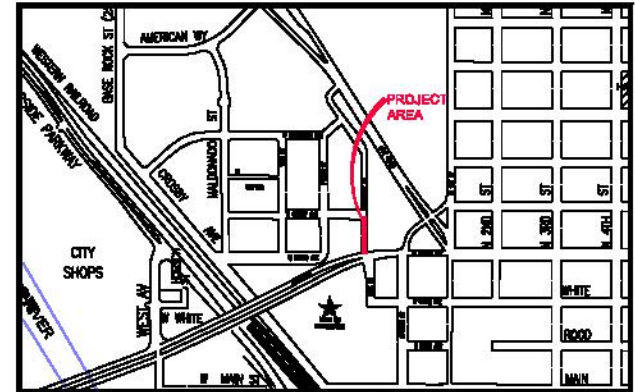
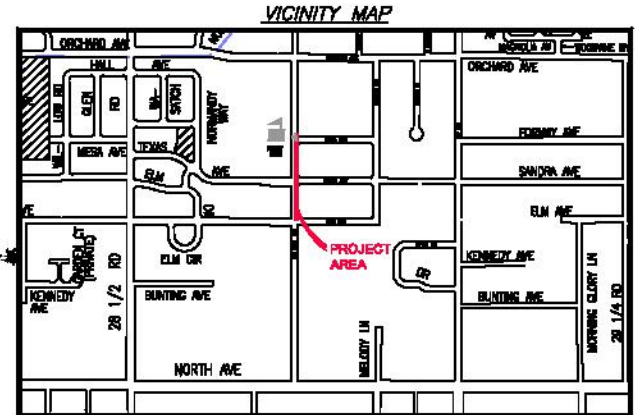
Permittee is prohibited from commencing any work within highway ROW prior to issuance of a fully endorsed and validated permit. Permit, plan exhibit, insurance certificate(s), and traffic control plan must be available on site during work. High visibility vests are required at all times during working hours.

- Your request to use and/or occupy state highway system rights of way as described above is granted subject to the terms and conditions of this permit, including the Standard and Special Provisions as shown on the permit and all attachments hereto.
- To the extent authorized by law, Permittee hereby assumes, releases and agrees to indemnify, defend, protect, and save the State of Colorado harmless from and against any loss and/or damages to the property of the State of Colorado, third parties or the Permittee's facilities, and all loss and/or damage on account of injury to or death of any person whomsoever, arising at any time, caused by or growing out of the occupation of Colorado State Highway rights of way by Permittee's facilities or any part thereof, including but not limited to installation, adjustment, relocation, maintenance or operation, or removal of existing facilities, unless such loss and/or damage arises from the sole negligence or willful conduct of the State of Colorado or its employees or agents.
- Failure by the Permittee to comply with any of the included terms or conditions may subject this permit to suspension or cancellation, at the discretion of the Department of Transportation.
- THIS PERMIT IS NOT VALID UNTIL FULLY ENDORSED BY ALL PARTIES, WITH DATE OF ISSUE AFFIXED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPARTMENT. A FULLY EXECUTED COPY OF THIS PERMIT MUST BE ON FILE AT THE TRANSPORTATION REGION OFFICE.**
- In accepting this permit the undersigned, representing the Permittee, verifies that he or she has the authority to sign for and bind the Permittee, and that he or she has read, understands and accepts all the included conditions.

Attested  Title <u>Engineering Tech</u> Print Name: <u>Hannah M. Costanzo</u>	Date <u>5/24/17</u>	Signature  Title <u>PROJECT MANAGER</u> Print Name: <u>Jerod Timothy</u>	Date <u>5/24/17</u>
COLORADO DEPARTMENT OF TRANSPORTATION Chief Engineer		By  Regional Transportation Director or Designee	

2017 SAFE ROUTES TO SCHOOL MAY, 2017

- 1 — Cover Sheet
- 2 — Standard Abbreviations, Legend, and Symbols
- 3 — Summary of Approximate Quantities
- 4 — Project Control Map
- 5 — 28 3/4 Road Demo Plan
- 6 — Elm Ave to Texas Ave Plan & Profile
- 7 — Texas Ave to Mesa Ave Plan & Profile
- 8 — Mesa Ave Plan & Profile
- 9 — Mulberry St Road Demo Plan
- 10-12 — Mulberry St Plan & Profile
- 13 — Retaining Wall Mulberry St Plan & Profile



UTILITIES AND AGENCIES								
AGENCY	NAME	POSITION	ROLE	MAILING ADDRESS	STREET ADDRESS	CITY, STATE	VOICE-WK	FAX
GRAND JUNCTION, CITY OF	JEROD TIMOTHY	PROJECT ENGINEER	PROJECT ENGINEER	230 N. 5th STREET	230 N. 5th STREET	GRAND JCT., CO 81501	(970) 244-1588	(970) 244-4022
GRAND JUNCTION, CITY OF	TRENT PRALL	ENGINEERING MANAGER	SAWTOOTH DESIGN	230 N. 5th STREET	230 N. 5th STREET	GRAND JCT., CO 81501	(970) 244-1047	(970) 244-4022
GRAND VALLEY IRRIGATION CO.	PHIL GUYTHORN		IRRIGATION	139 24 ROAD	139 24 ROAD	GRAND JCT., CO 81502	(970) 242-2792	
CHARTER	CHUCK WEDMAN	MANAGER	CABLE TV	2804 FOREBENT CIRCLE	2804 FOREBENT CIRCLE	GRAND JCT., CO 81504	(970) 245-8750	(970) 243-8903
U.S. WEST/FIBER	CHRIS JOHNSON	ENGINEER	TELEPHONE	2824 BLICHMANN AVE	2824 BLICHMANN AVE	GRAND JCT., CO 81504	(970) 244-4311	(970) 240-4340
LITE BRICK	JACOB BRICK	MAINTENANCE SUPERVISOR	WATER	PO BOX 480		GRAND JCT., CO 81502	(970) 243-2888	(970) 243-9188
KCEL	DM STEINMEYER	UNIT MANAGER	Gas, ELECTRIC	2530 BLICHMANN AVE	2530 BLICHMANN AVE	GRAND JCT., CO 81502	(970) 244-2888	(970) 244-2881



Know what's below.
Call before you dig.

Public Works & Utilities Engineering Division

DRAWING STATUS:	DATE
DESIGNED BY:	
DESIGNED BY:	JEROD TIMOTHY, PROJECT ENGINEER 2016
REVIEWED BY:	
REVIEWED BY:	TRENTON C. PRALL, CITY ENGINEER 2016
AUTHORIZED FOR CONSTRUCTION	
AUTHORIZED FOR CONSTRUCTION	TRENTON C. PRALL, CITY ENGINEER 2016
ACCEPTED AS CONSTRUCTED	
ACCEPTED AS CONSTRUCTED	JEROD TIMOTHY, PROJECT ENGINEER 2016

NOTE: NOTIFY AFFECTED UTILITY PROVIDER 48 HOURS PRIOR TO EXCAVATIONS THAT WILL EXPOSE UTILITY LINES. THE COVER SHEET WILL HAVE A LISTING OF UTILITY OWNERS AND TELEPHONE NUMBERS.

REVISION	DATE
REVISION	
REVISION	
REVISION	
REVISION	

Bid Schedule: 2017 Safe Routes to School

Contractor: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price						
1	108	(2) 2" Electrical Conduit (City Supplied) Work Shall include 1'x1' Concrete Pad (8" Thick) and wet set j-bolts (City Supplied) for Pedestrian Pedistal. See Plan Sheet 10 for	1.	Lump	\$ _____	\$ _____	15	608	Monolithic Vertical Curb, Gutter and Sidewalk to include curb and thickend edge at back of walk. See Plan Sheet 10 for Location and Detail.	25.	SY	\$ _____ \$ _____
2	108	4" Conduit (SDR 35) to include Connection/grout at Irrigation Box See Plan Sheet 6 for Location.	1.	LUMP	\$ _____	\$ _____	16	608	Concrete Driveway Section (6" Thick)	52.	SY	\$ _____ \$ _____
3	202	Concrete Removal to Include Saw Cut	63.	SY	\$ _____	\$ _____	17	608	Concrete Driveway Section (8" Thick).	49.	SY	\$ _____ \$ _____
4	202	Asphalt Removal	611.	SY	\$ _____	\$ _____	18	608	Detectable Warning (Wet Set)(Cast Iron) (2'x4')	14.	EA	\$ _____ \$ _____
5	207	Topsoil (Edge Treatment)	10.	CY	\$ _____	\$ _____	19	608	Colored Concrete (4" Thick) (Davis Colors - Sunset Rose 1 LB 160)	4.5	SY	\$ _____ \$ _____
6	208	Erosion Control (Complete in Place)	1.	Lump	\$ _____	\$ _____	20	610	Washed Rock Surface for Gravel Driveways (Match Existing) (3" Thick)	5.	CY	\$ _____ \$ _____
7	210	Reset Sprinkler - See SP - 4 for Details.	5.	EA	\$ _____	\$ _____	21	620	Sanitary Facility	1.	LUMP	\$ _____ \$ _____
8	210	Adjust Manhole Rim to Finish Grade - The cast iron ring shall be set to final pitch and elevation using steel shims.	1.	EA	\$ _____	\$ _____	22	626	Mobilization	1.	LUMP	\$ _____ \$ _____
9	210	Adjust Irrigation Box - See SP - 5 for details.	2.	EA	\$ _____	\$ _____	23	630	Traffic Control (Complete In Place)	1.	LUMP	\$ _____ \$ _____
10	304/401	Hot Bituminous Pavement (Patching) (4 inch thick) (Grading SX)	420.	SY	\$ _____	\$ _____	24	630.09	Traffic Control Plan	1.	LUMP	\$ _____ \$ _____
11	304	Aggregate Base Course (Class 6) (Unit Weight Used = 120 lbs/cubic foot) To be placed a minimum of 6" thick below all concrete and asphalt, edge treatment as specified and fill adjacent to wall.	500.	TON	\$ _____	\$ _____	25	SP - 1	Quality Control and Quality Assurance - Geotechnical Testing.	1.	LUMP	\$ _____ \$ _____
12	608	Concrete Curb 6" x 16" (28 3/4 RD and Texas Ave.)	22.	LF	\$ _____	\$ _____	26	SP - 2	REDI ROCK Reinforced Wall to include all Appurtenances. See Plan Sheet 13 for details.	1.	LUMP	\$ _____ \$ _____
13	608	Concrete Curb Ramp	186.	SY	\$ _____	\$ _____	27	SP - 3	Striping Removal	1.	LUMP	\$ _____ \$ _____
14	608	Monolithic Vertical Curb, Gutter and Sidewalk.	509.	SY	\$ _____	\$ _____	MCR		Minor Contract Revisions	---	---	\$ 6,500.00

Bid Amount: \$ _____

Bid Amount: _____ dollars

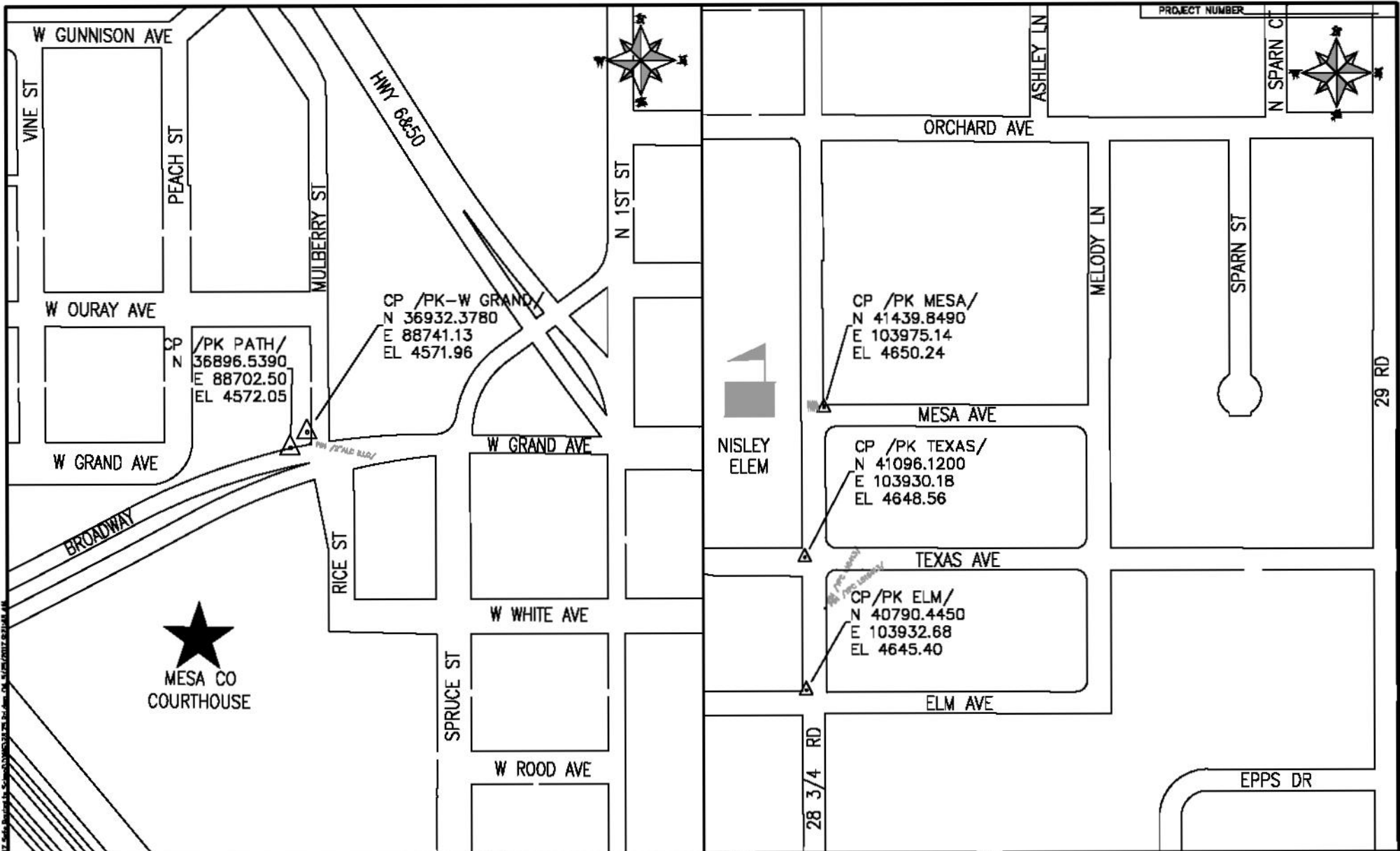
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REVISION Δ	DATE	DRAWN BY	DATE	REVISION PLAN & SPEC'S
REVISION Δ		DESIGNED BY	DATE	REVISIONALTY =
REVISION Δ		CHECKED BY	DATE	REVISIONALTY =
REVISION Δ		APPROVED BY	DATE	REVISIONALTY =



**PUBLIC WORKS
AND UTILITIES
ENGINEERING DIVISION**

**2017 SAFE ROUTES TO SCHOOL
SUMMARY OF APPROXIMATE QUANTITIES**

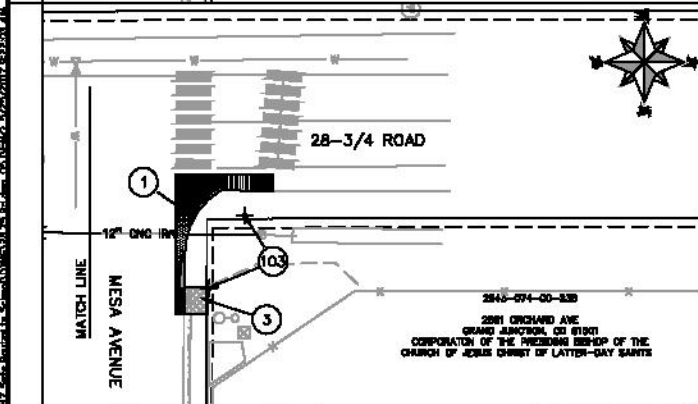
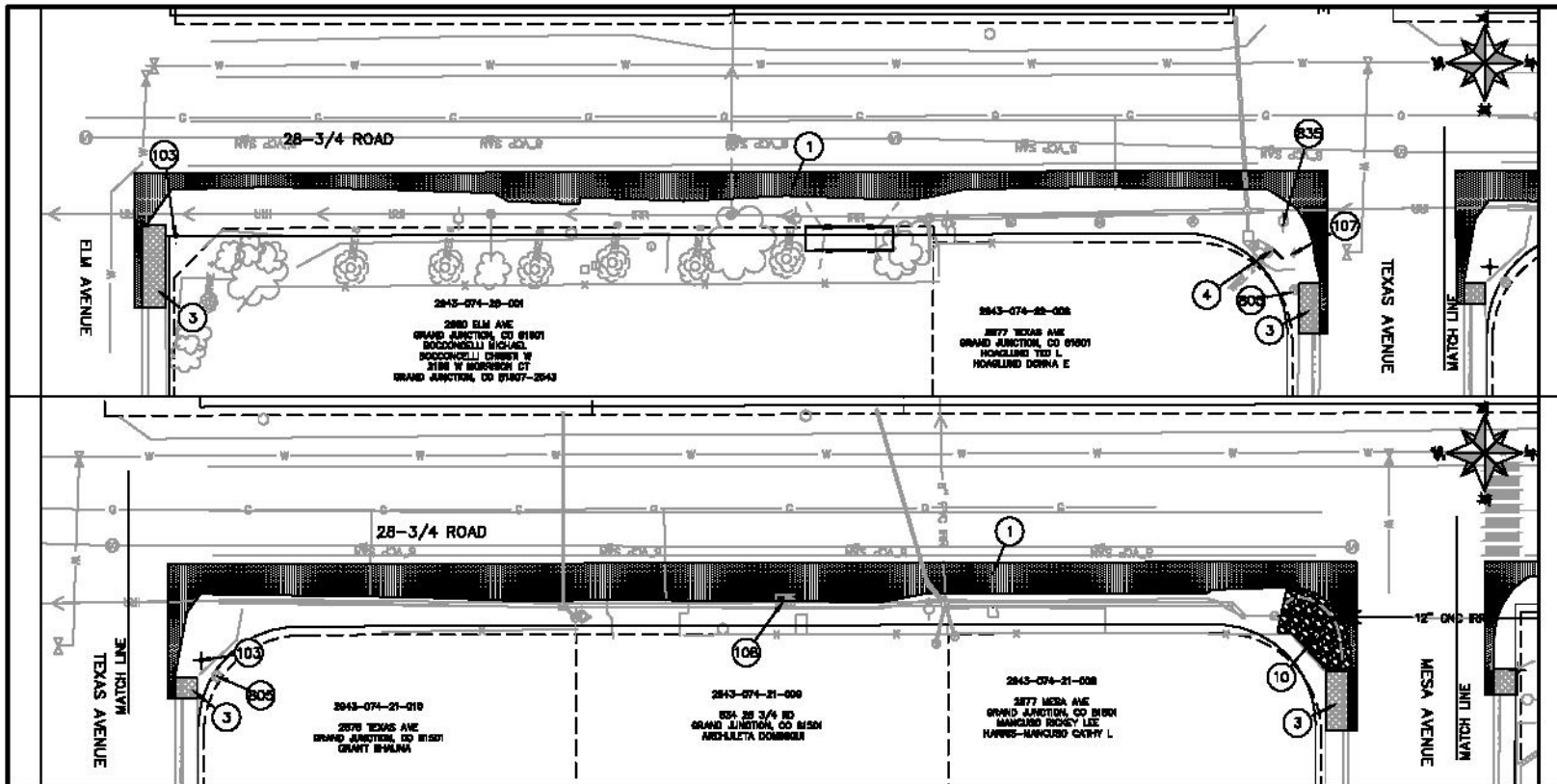


REVISION	DATE	BY	DESCRIPTION



**PUBLIC WORKS
AND UTILITIES
ENGINEERING DIVISION**

**2017 SAFE ROUTES TO SCHOOL
PROJECT CONTROL MAP**



PROJECT NUMBER

- CONSTRUCTION NOTES**
- ① 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
 - ③ 202 - REMOVAL OF CONCRETE. SAW CUT AND REMOVE CONCRETE AS SHOWN. (INDICATED BY CROSS HATCH PATTERN) INCLUDES BUT NOT LIMITED TO CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, SLABS, V-PAN CURB RAMP, INTERSECTION CORNERS, APPROACH, AND LANDSCAPE DECKING.
 - ④ 204 - REMOVAL OF TREE (BY OTHERS)
 - ⑩ 202 - REMOVAL OF LANDSCAPE GROUND COVER AND ANY UNDERLYING SLABWORK. STOCKPILE FOR PROPERTY OWNER'S RECOMBINATION.
 - ⑩③ 210 - RESET SIGN (BY OTHERS)
 - ⑩⑦ 210 - RESET FIRE HYDRANT (BY OTHERS)
 - ⑩⑧ 210 - RESET MAILBOX
 - ⑩⑨ PROTECT SPRINKLER
 - ⑩⑫ RESET UTILITY POLE (BY OTHERS)

HATCH LEGEND

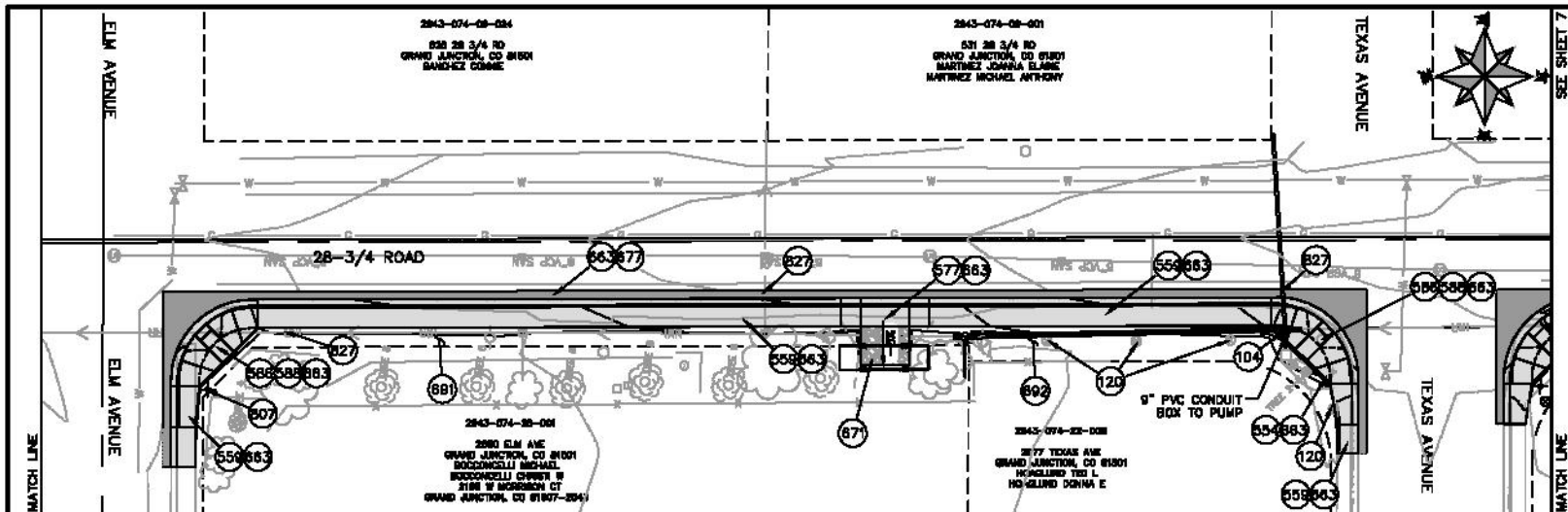
- ASPHALT REMOVAL
- CONCRETE REMOVAL
- GRAVEL REMOVAL

REVISION	DATE	DRAWN BY	DATE	SCALE PLAN & PEOPLE
REVISION		DESIGNED BY	DATE	1" = 40'
REVISION		CHECKED BY	DATE	VERTICAL - 1" = 4"
REVISION		APPROVED BY	DATE	PLAN - 1" = 40'

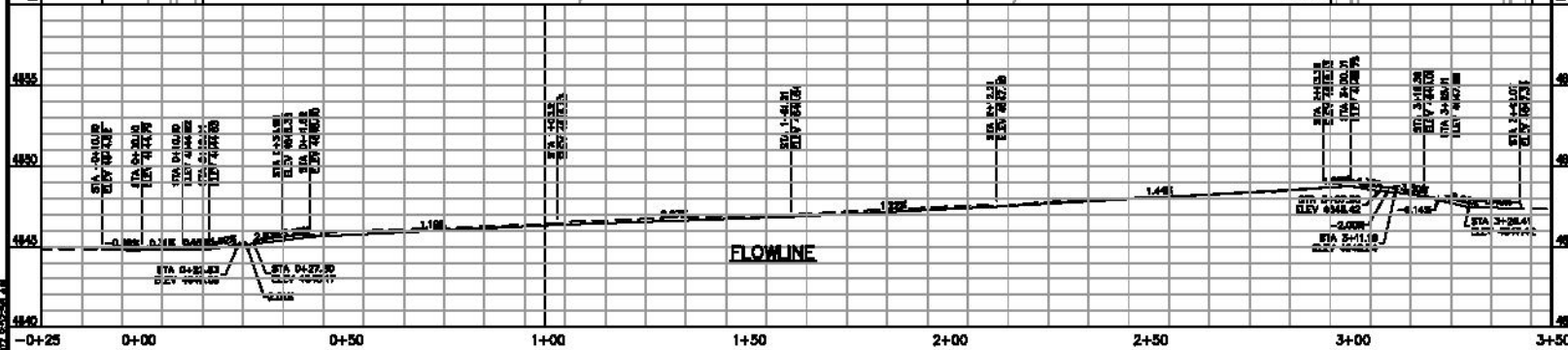


**PUBLIC WORKS
AND UTILITIES
ENGINEERING DIVISION**

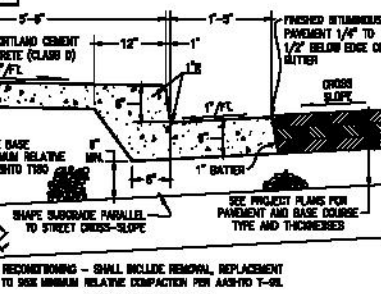
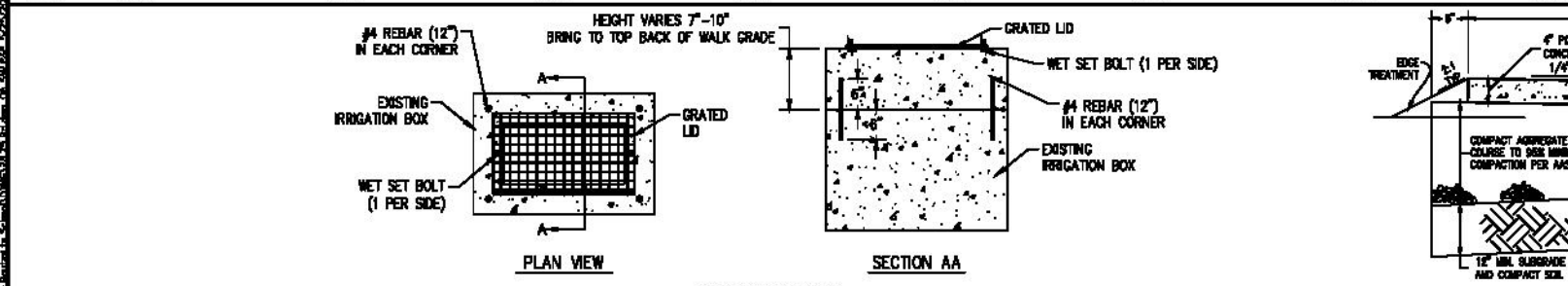
**2017 SAFE ROUTES TO SCHOOL
DEMO PLAN
28 3/4 RD, TEXAS AVE TO MESA AVE**



PROJECT NUMBER	
CONSTRUCTION NOTES	
116	210 - ADJUST MANHOLE RISE TO GRADE.
117	210 - RESET SPRINKLER AT BACK OF WALK.
118	600.00 - CONCRETE CURB (6\"/>



MATCH LEGEND	
[Symbol]	ASPHALT
[Symbol]	CONCRETE
[Symbol]	GRAVEL



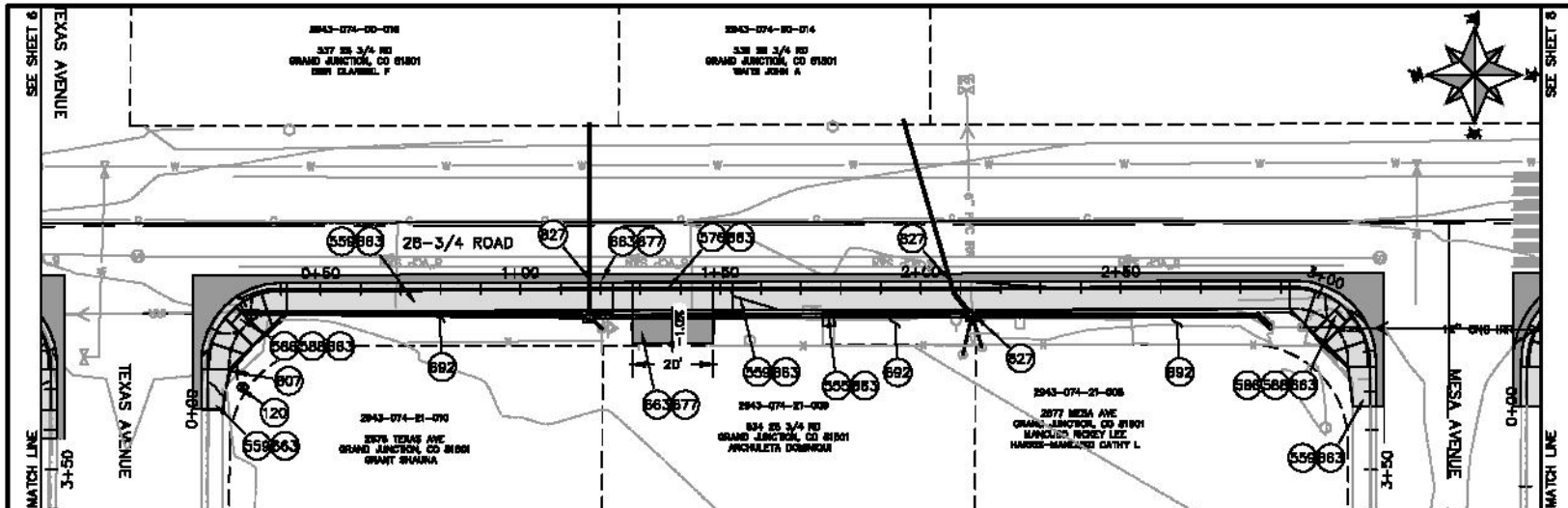
REVISION	DATE	DESCRIPTION

IRRIGATION BOXES
ADJUSTED TO GRADE

CITY OF
Grand Junction
COLORADO

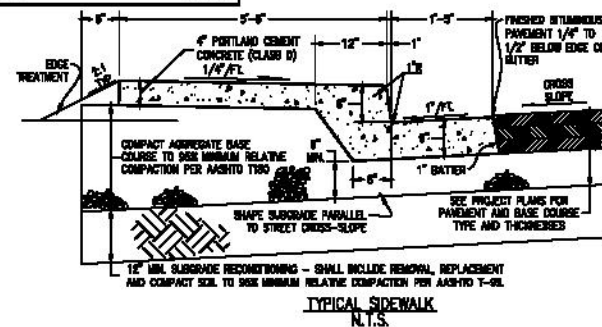
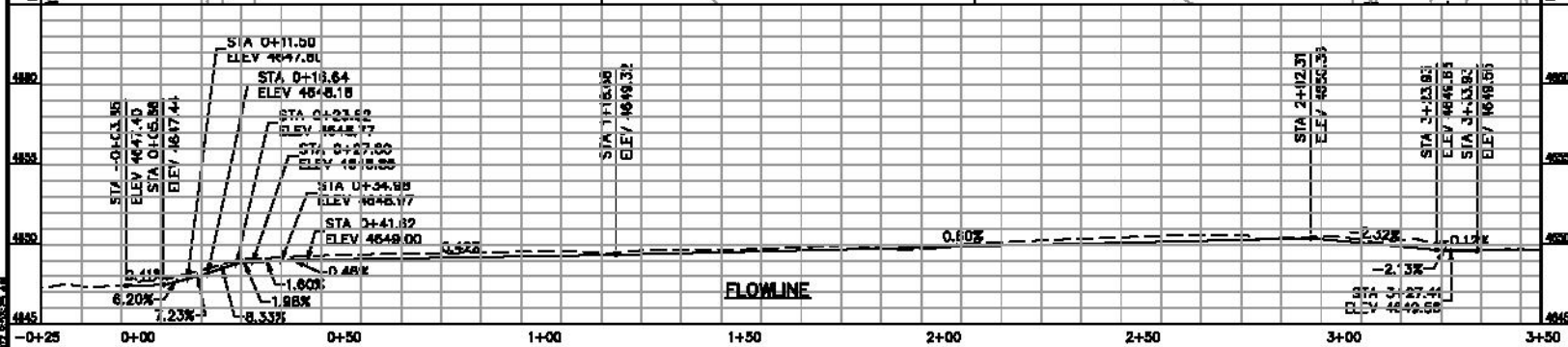
**PUBLIC WORKS
AND UTILITIES
ENGINEERING DIVISION**

**2017 SAFE ROUTES TO SCHOOL
ELM AVE TO TEXAS AVE PLAN AND PROFILE
STA -0+25 TO STA 3+50**



PROJECT NUMBER	
CONSTRUCTION NOTES	
101	RESET SPRINKLER AT BACK OF WALK.
102	CONCRETE SIDEWALK (4" THICK)
103	MONOLITHIC VERTICAL CURB, GUTTER AND SIDEWALK (7" WIDE)
104	CONCRETE DRIVEWAY SECTION (6" THICK) (RESIDENTIAL)
105	CONCRETE CURB RAMP
106	DETECTABLE WARNING
107	AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
108	HOT BITUMINOUS PAVEMENT (4" THICK) (GRABBER BK. UNDER GRADE TO 61--22) (TWO 2" LIFTS)
109	EDGE TREATMENT TOP SOIL
110	PROTECT IRON
111	PROTECT IRRIGATION

MATCH LEGEND	
[Symbol]	ASPHALT
[Symbol]	CONCRETE
[Symbol]	GRAVEL



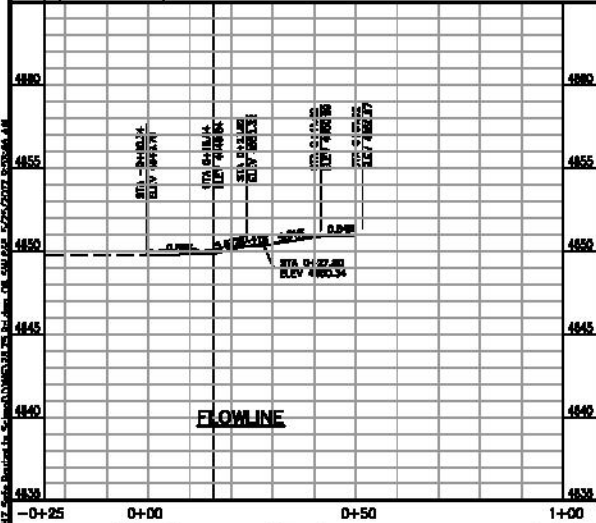
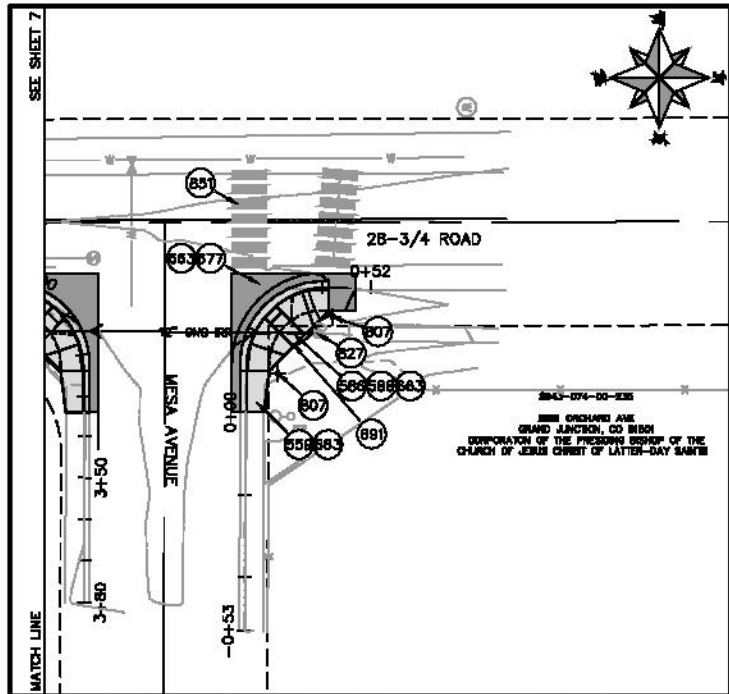
REVISION	DATE	DESCRIPTION

DESIGNED BY	DATE	2017
CHECKED BY	DATE	2017
APPROVED BY	DATE	



**PUBLIC WORKS
AND UTILITIES
ENGINEERING DIVISION**

**2017 SAFE ROUTES TO SCHOOL
TEXAS AVE TO MESA AVE PLAN AND PROFILE
STA -0+25 TO STA 3+50**



REVISION	DATE	DRAWN BY	DATE	2017
REVISION	DATE	DESIGNED BY	DATE	2017
REVISION	DATE	CHECKED BY	DATE	2017
REVISION	DATE	APPROVED BY	DATE	

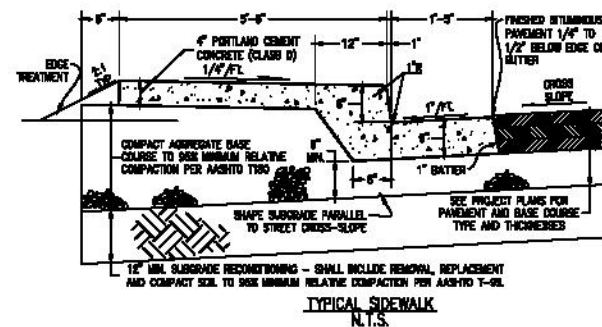


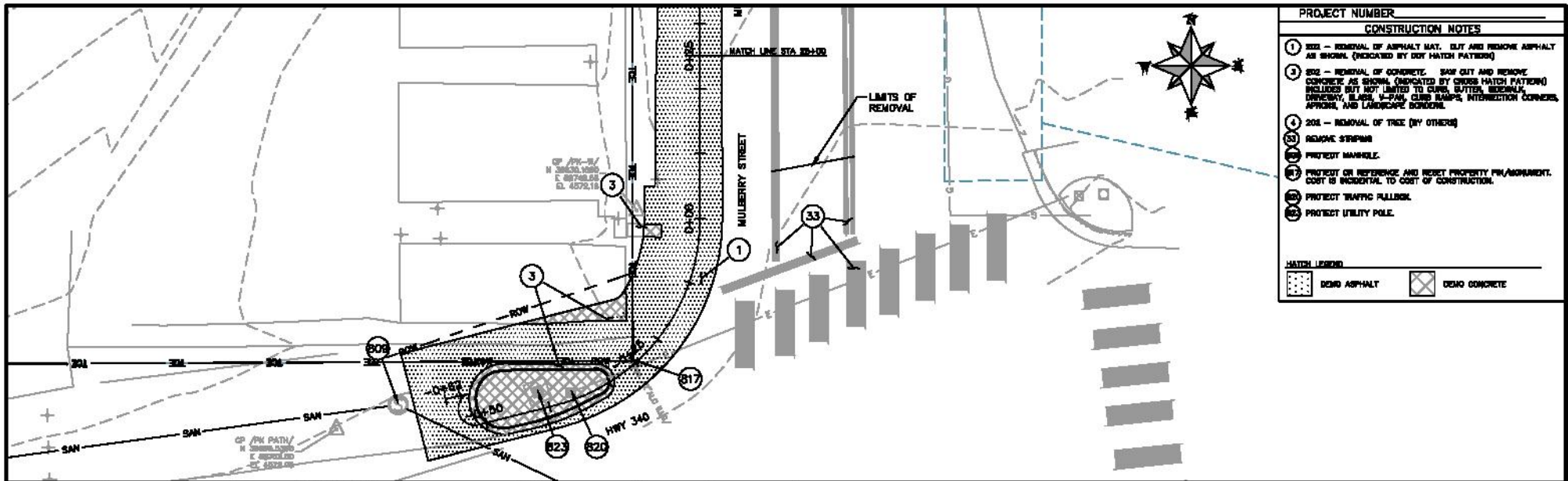
**PUBLIC WORKS
AND UTILITIES
ENGINEERING DIVISION**

**2017 SAFE ROUTES TO SCHOOL
MESA AVE PLAN AND PROFILE
STA -0+25 TO STA 3+50**

PROJECT NUMBER	
CONSTRUCTION NOTES	
001	001.00 - MONOLITHIC VERTICAL CURB, GUTTER AND SIDEWALK (7" BIDD)
002	002.00 - CONCRETE CURB FINISH
003	003.00 - DETECTABLE WARNING
004	304 - AGGREGATE BASE COURSE (CLASS 0) (6" THICK)
005	304 - EDGE TREATMENT AGGREGATE BASE COURSE (CLASS 0)
006	401.00 - HOT BITUMINOUS PAVEMENT (2" THICK) (GRADING OR BINDER GRADE PG 04-22) (TWO 1" LIFTS)
007	PROTECT SIGN
008	PROTECT IRRIGATION
009	STOPPING (BY OTHERS)

MATCH LEGEND	
	ASPHALT
	CONCRETE
	GRAVEL





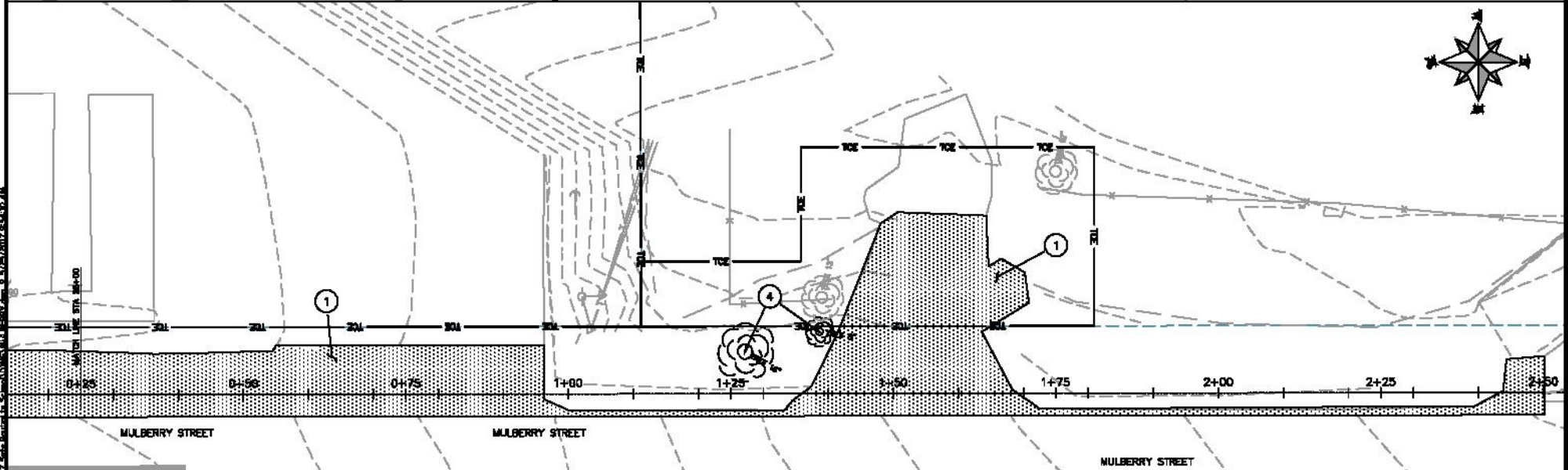
PROJECT NUMBER

CONSTRUCTION NOTES

- 1 DEM - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (CHECKED BY DOT HATCH PATTERN)
- 3 DEM - REMOVAL OF CONCRETE. SAW CUT AND REMOVE CONCRETE AS SHOWN. (CHECKED BY CROSS HATCH PATTERN) INCLUDED BUT NOT LIMITED TO CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, SLABS, V-PAN CURB RAMP, INTERSECTION CORNERS, APPROACH, AND LANDSCAPE DESIGN.
- 4 DEM - REMOVAL OF TREE (BY OTHER)
- 50 REMOVE STRIPING
- 51 PROTECT MANHOLE
- 52 PROTECT OR REFERENCE AND RESET PROPERTY PIN/ANCHORMENT. COST IS INCIDENTAL TO COST OF CONSTRUCTION.
- 53 PROTECT TRAFFIC SIGNAL
- 54 PROTECT UTILITY POLE

HATCH LEGEND

DEM ASPHALT DEM CONCRETE



REVISION	DATE	DRAWN BY	DATE	2017
REVISION		CHECKED BY	DATE	2017
REVISION		APPROVED BY	DATE	



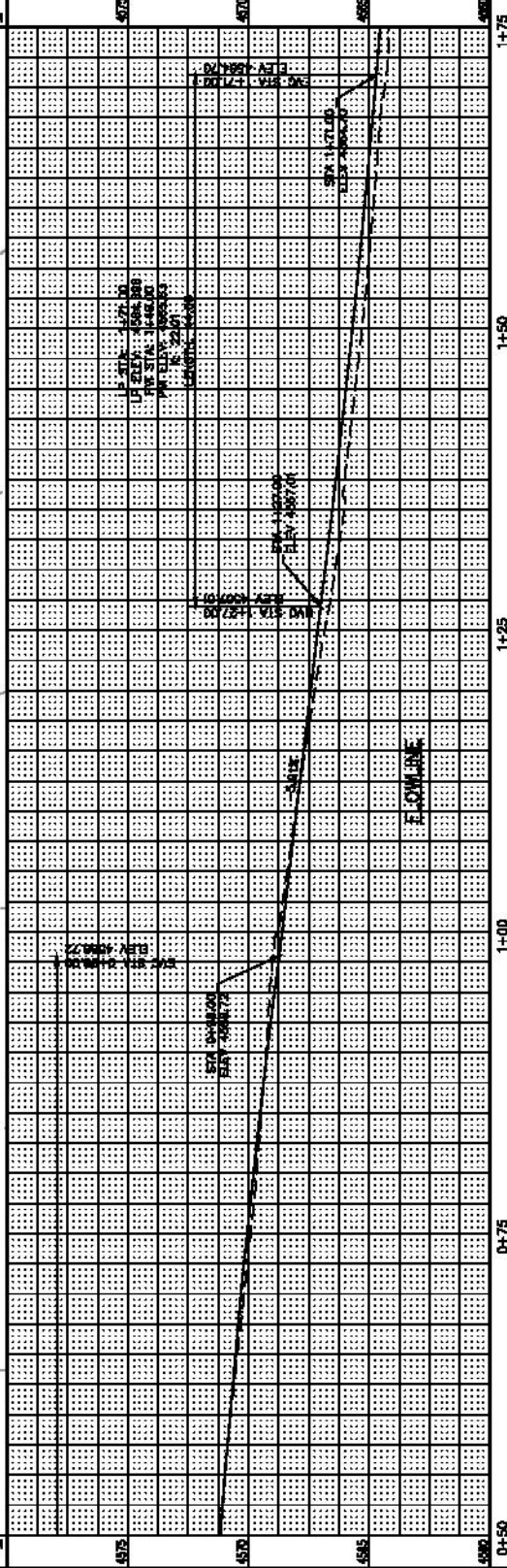
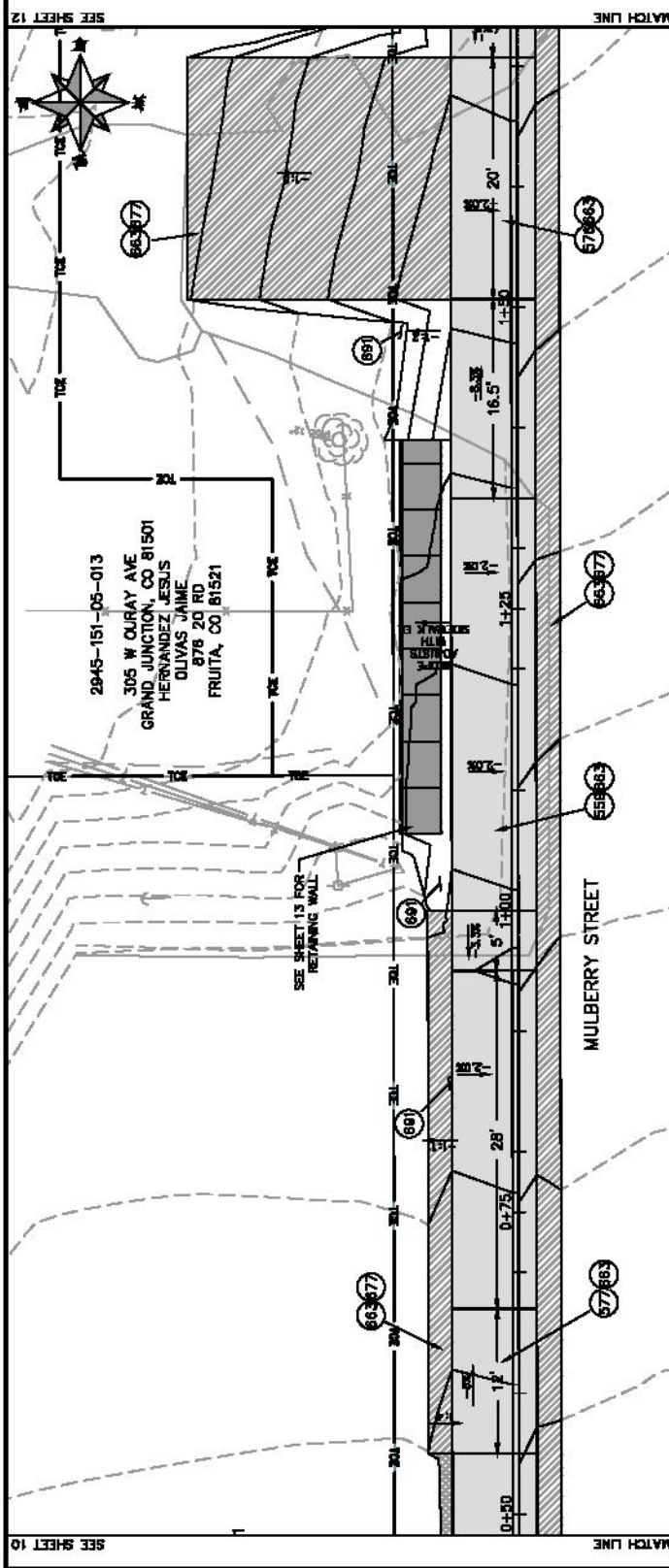
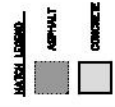
**PUBLIC WORKS
AND UTILITIES
ENGINEERING DIVISION**

**2017 SAFE ROUTES TO SCHOOL
DEMO PLAN
MULBERRY ST**

PROJECT NUMBER

CONSTRUCTION NOTES

- 1. PAVEMENT - MONOLITHIC VERTICAL CURB, CURBS AND SIDEWALKS (2" MIN.)
- 2. BASE - CONCRETE CURBWAY SECTION (8" THICK)
- 3. 204 - AGGREGATE BASE COURSE (CLASS 6) (8" THICK)
- 4. 401.05 - HOT BITUMINOUS PAVEMENT (1" THICK) (ROADWAY OR SIDEWALK) (GRADE PG 04-26) (TYP. 2" LIFT)
- 5. 204 - ONE TREATMENT AGGREGATE BASE COURSE (CLASS 6)



SEE SHEET 10

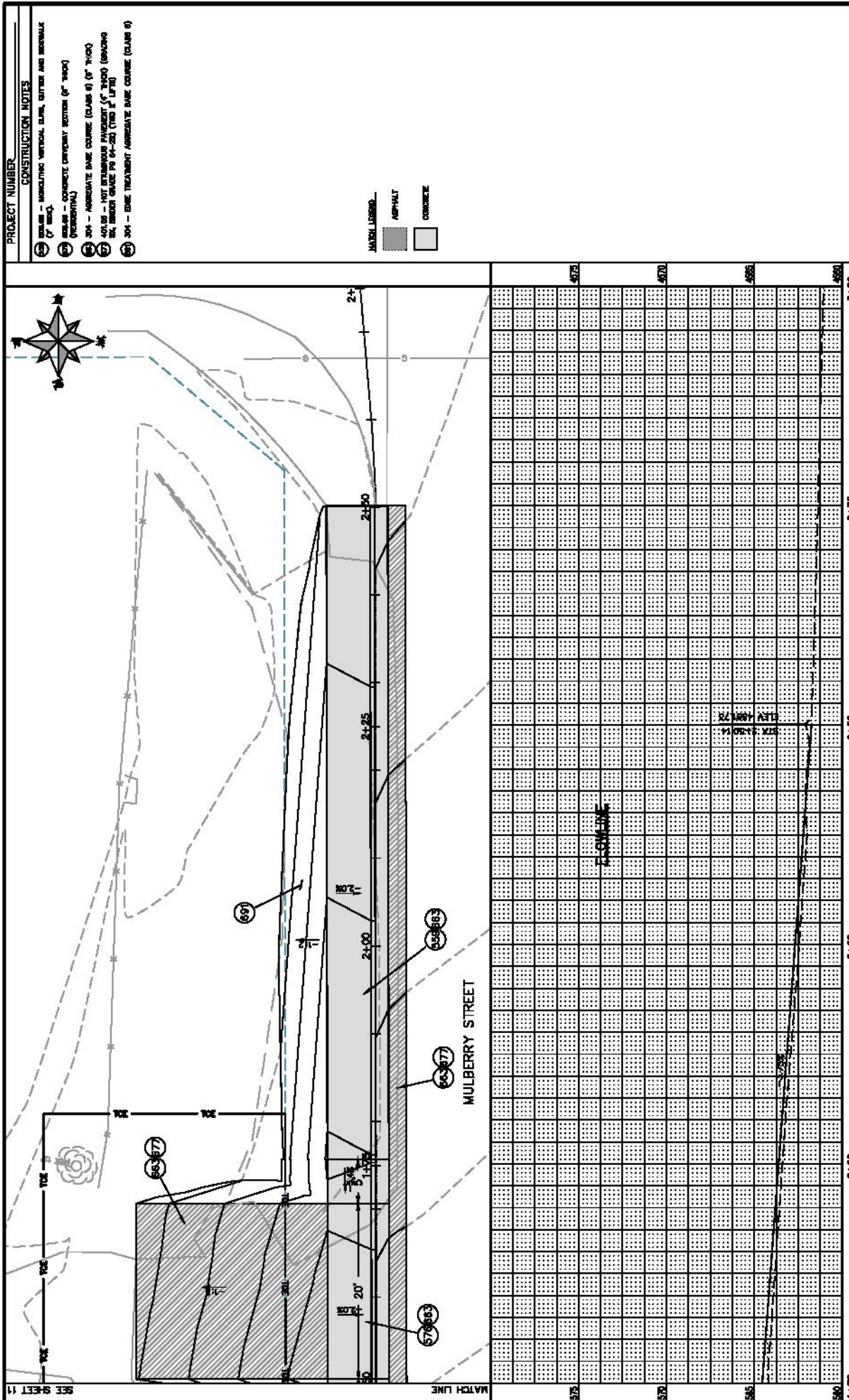
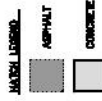
SEE SHEET 12

		PUBLIC WORKS AND UTILITIES ENGINEERING DIVISION		2017 SAFE ROUTES TO SCHOOL MULBERRY ST PLAN AND PROFILE STA 0+26 TO STA 1+50																																																																																																	
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PROJECT NUMBER

CONSTRUCTION NOTES

- 1. PAVEMENT - MONOLITHIC PORTLAND CEMENT CONCRETE AND SUBGRADE (2" MIN.)
- 2. CURB - CONCRETE CURBWAY SECTION (2" THICK) (NONREINFORCED)
- 3. 204 - AGGREGATE BASE COURSE (CLASS 6) (2" THICK)
- 4. 401.00 - HOT BITUMINOUS PAVEMENT (1" THICK) (ROADWAY OR DRIVE GRADE PG 64-26) (TYPED 1/2" LIFT)
- 5. 204 - BASE TREATMENT AGGREGATE BASE COURSE (CLASS 6)

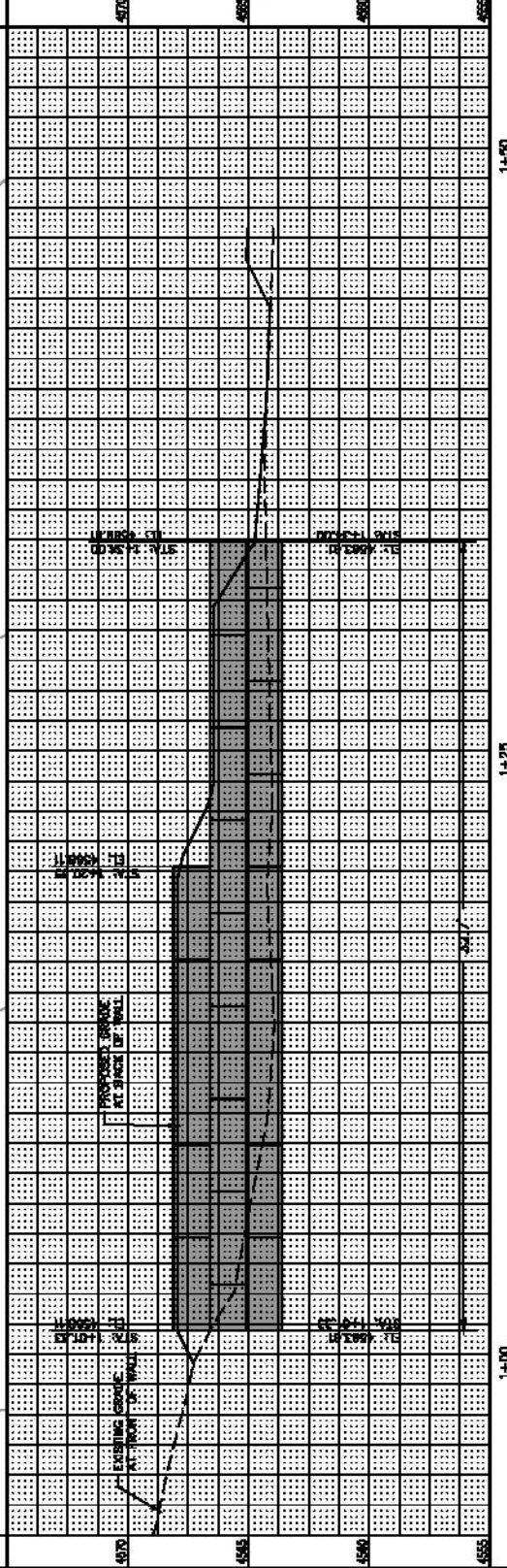
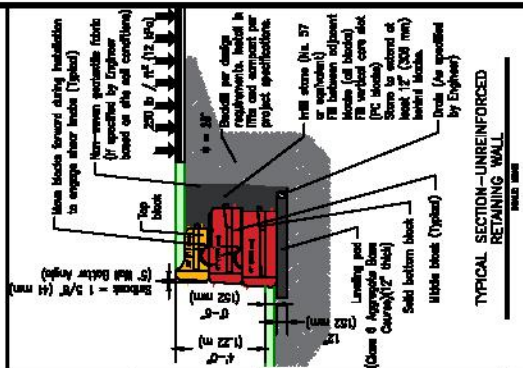
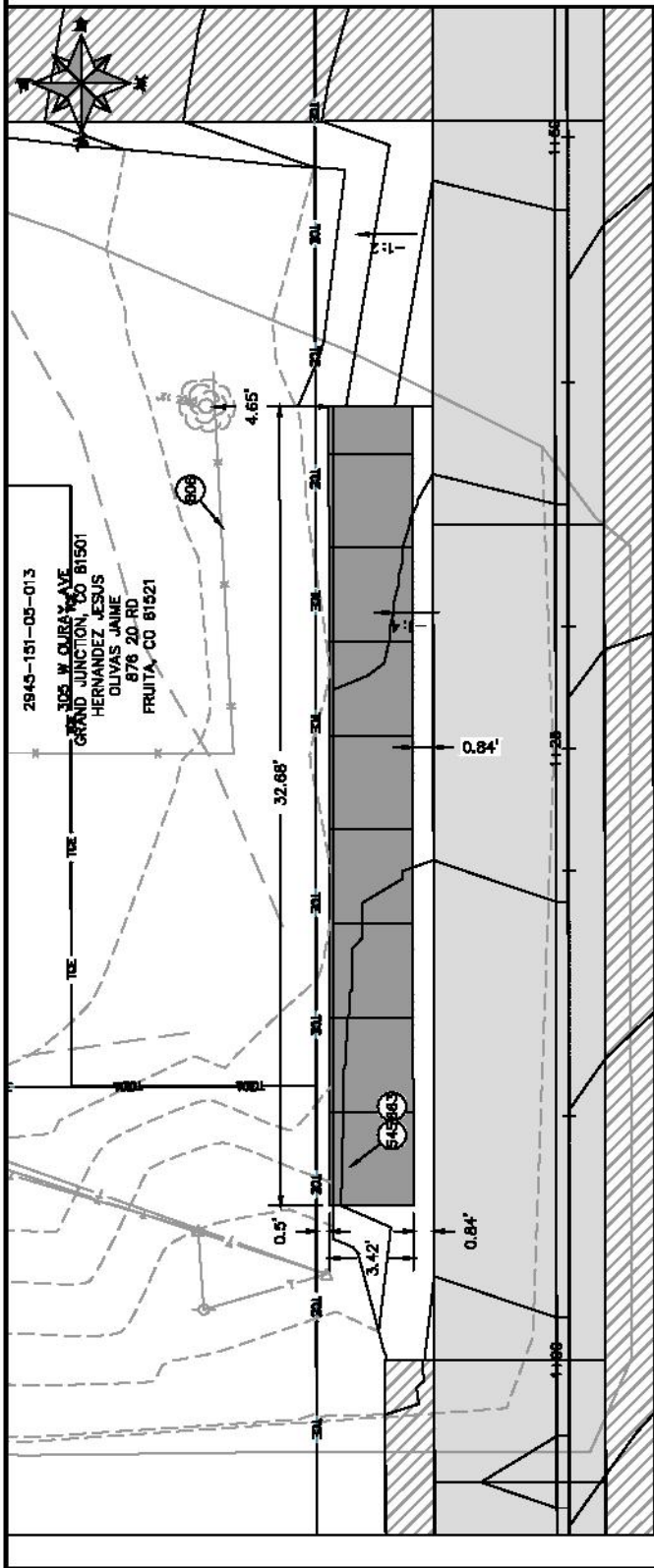


<p>2017 SAFE ROUTES TO SCHOOL MULBERRY ST PLAN AND PROFILE STA 1+60 TO STA 2+76</p>	
<p>PUBLIC WORKS AND UTILITIES ENGINEERING DIVISION</p>	
<p>CITY OF Grand Junction COLORADO</p>	
<p>DESIGNED BY: _____ DATE: 2017</p> <p>CHECKED BY: _____ DATE: 2017</p> <p>APPROVED BY: _____ DATE: _____</p>	<p>SCALE: 1" = 10'</p> <p>DATE: 2017</p>

PROJECT NUMBER

CONSTRUCTION NOTES

- 1. ALL WALLS SHALL BE CONSTRUCTED WITH REINFORCED WALL. REINFORCEMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE STANDARD APPROVED DETAILS. INSTALLATION OF REINFORCEMENT SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER. (ALSO SEE PROJECT SPECIFICATIONS)
- 2. ALL AGGREGATE BASE COURSE (CLASS 6) (8" THICK) FWD BY THE TOWN
- 3. PROTECT FENCE



DATE: _____

SCALE: _____

PROJECT BY: _____ DATE: 2017

DESIGNED BY: _____ DATE: 2017

CHECKED BY: _____ DATE: 2017

APPROVED BY: _____ DATE: _____

CITY OF Grand Junction COLORADO

PUBLIC WORKS AND UTILITIES ENGINEERING DIVISION

2017 SAFE ROUTES TO SCHOOL RETAINING WALL STA 1+00 TO STA 1+60

18



Purchasing Division

ADDENDUM NO. 1

DATE: June 19, 2017
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 2017 Safe Route to Schools IFB-4380-17-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Contractor's shall disregard section 1.4 Prequalification Requirement, as it does not pertain to this project.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written in a cursive style.

Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado

4. Contractor's Bid Form

Bid Date: JUNE 22, 2017

Project: **IFB-4380-17-DH "2017 Safe Routes to School"**

Bidding Company: ALL CONCRETE SOLUTIONS LLC

Name of Authorized Agent: PABLO REYES & BENJAMIN REYES

Email ACS846@gmail.com

Telephone (970) 424-5146 Address 2005 WHITE AVENUE

City GRAND JUNCTION State CO Zip 81501

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 1

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: ALL CONCRETE SOLUTIONS LLC

Authorized Signature: 

Title: PRESIDENT

Bid Schedule: 2017 Safe Routes to School

Contractor: ALL CONCRETE SOLUTIONS LLC

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	108	(2) 2" Electrical Conduit (City Supplied) Work Shall include 1'x1' Concrete Pad (8" Thick) and wet set j-bolts (City Supplied) for Pedestrian Pedestal. See Plan Sheet 10 for location.	1	Lump	\$ <u>375.⁰⁰</u>	\$ <u>375.⁰⁰</u>
2	108	4" Conduit (SDR 35) to include Connection/grout at Irrigation Box. See Plan Sheet 6 for Location.	1	LUMP	\$ <u>475.⁰⁰</u>	\$ <u>475.⁰⁰</u>
3	202	Concrete Removal to Include Saw Cut	63	SY	\$ <u>13.⁵⁰</u>	\$ <u>850.⁵⁰</u>
4	202	Asphalt Removal	811	SY	\$ <u>8.¹⁰</u>	\$ <u>6,569.⁰⁰</u>
5	207	Topsoil (Edge Treatment)	10	CY	\$ <u>62.⁰⁰</u>	\$ <u>620.⁰⁰</u>
6	208	Erosion Control (Complete in Place)	1	Lump	\$ <u>2,500.⁰⁰</u>	\$ <u>2,500.⁰⁰</u>
7	210	Reset Sprinkler - See SP - 4 for Details.	5	EA	\$ <u>25.⁰⁰</u>	\$ <u>125.⁰⁰</u>
8	210	Adjust Manhole Rim to Finish Grade - The cast iron ring shall be set to final pitch and elevation using steel shims.	1	EA	\$ <u>500.⁰⁰</u>	\$ <u>500.⁰⁰</u>
9	210	Adjust Irrigation Box - See SP - 5 for details.	2	EA	\$ <u>225.⁰⁰</u>	\$ <u>450.⁰⁰</u>
10	304/401	Hot Bituminous Pavement (Patching) (4 inch thick) (Grading SX)	420	SY	\$ <u>47.⁰⁰</u>	\$ <u>19,740.⁰⁰</u>
11	304	Aggregate Base Course (Class 6) (Unit Weight Used = 120 lbs/cubic foot) To be placed a minimum of 6" thick below all concrete and asphalt, edge treatment as specified and fill adjacent to wall.	500	TON	\$ <u>25.⁰⁰</u>	\$ <u>12,500.⁰⁰</u>
12	608	Concrete Curb 6" x 16" (28 3/4 RD and Texas Ave.)	22	LF	\$ <u>17.⁰⁰</u>	\$ <u>374.⁰⁰</u>
13	608	Concrete Curb Ramp	186	SY	\$ <u>68.⁶⁰</u>	\$ <u>12,759.⁶⁰</u>
14	608	Monolithic Vertical Curb, Gutter and Sidewalk.	509	SY	\$ <u>50.⁷³</u>	\$ <u>25,821.⁵⁰</u>
15	608	Monolithic Vertical Curb, Gutter and Sidewalk to include curb and thickened edge at back of walk. See Plan Sheet 10 for Location and Detail.	25	SY	\$ <u>130.⁰⁰</u>	\$ <u>3,250.⁰⁰</u>
16	608	Concrete Driveway Section (6" Thick).	52	SY	\$ <u>53.⁶⁰</u>	\$ <u>2,787.²⁰</u>

17	608	Concrete Driveway Section (8" Thick).	49	SY	\$ <u>68.40</u>	\$ <u>3,361.40</u>
18	608	Detectable Warning (Wet Set) (Cast Iron) (2'x4')	14	EA	\$ <u>147.00</u>	\$ <u>2,058.00</u>
19	608	Colored Concrete (4" Thick) (Davis Colors - Sunset Rose 1 LB 160)	4.5	SY	\$ <u>125.00</u>	\$ <u>562.50</u>
20	610	Washed Rock Surface for Gravel Driveways (Match Existing) (3" Thick)	5	CY	\$ <u>54.00</u>	\$ <u>270.00</u>
21	620	Sanitary Facility	1	LUMP	\$ <u>500.00</u>	\$ <u>500.00</u>
22	626	Mobilization	1	LUMP	\$ <u>2,250.00</u>	\$ <u>2,250.00</u>
23	630	Traffic Control (Complete In Place)	1	LUMP	\$ <u>4,500.00</u>	\$ <u>4,500.00</u>
24	630.09	Traffic Control Plan	1	LUMP	\$ <u>400.00</u>	\$ <u>400.00</u>
25	SP - 1	Quality Control and Quality Assurance - Geotechnical Testing.	1	LUMP	\$ <u>5,050.00</u>	\$ <u>5,050.00</u>
26	SP - 2	REDI ROCK Reinforced Wall to include all Appurtenances. See Plan Sheet 13 for details.	1	LUMP	\$ <u>4,950.00</u>	\$ <u>4,950.00</u>
27	SP - 3	Stripping Removal	1	LUMP	\$ <u>1,200.00</u>	\$ <u>1,200.00</u>
MCR		Minor Contract Revisions	---	---	---	\$ <u>6,500.00</u>

Bid
Amount:

\$ 121,348.87

Bid Amount:

ONE HUNDRED TWENTY-ONE THOUSAND THREE HUNDRED FORTY-EIGHT dollars (87/100)

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative pursuant to authority of its governing board.

Dated this 13th day of June, 2017.

Principal: All Concrete Solutions LLC
Address: 2005 White Ave
Grand Junction CO 891501
Signed: *Becky*
Title: PRESIDENT

(seal)

Surety: Westchester Fire Insurance Company
Address: 436 Walnut Street Ste WA1010
Philadelphia PA 19106
Signed: *[Signature]*
Title: Attorney-in-fact

(seal)

INSTRUCTIONS FOR COMPLETING BID BOND

1. The full legal name and residence of each individual executing this Bond as Principal must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of the partnership and all individuals must be inserted in the first paragraph which must recite that individuals are partners composing the partnership, and all partners must execute the Bond as individuals.
3. The State of incorporation of each corporate Principal or Surety to the Bond must be inserted in the first paragraph and the Bond must be executed under the corporate seal of said party attested by its secretary or other appropriate officer.
4. Attach a copy of the power-of-attorney for the Surety's agent.

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Rodney C Power, Shari L Shear, all of the City of GRAND JUNCTION, Colorado, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding One million Two hundred Fifty thousand dollars & zero cents (\$1,250,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 6 day of August 2015.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 6 day of August, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 25, 2018

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 13 day of June, 2017



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 06, 2017.



APPENDIX A
PROJECT SUBMITTAL FORM

APPENDIX B

BIDDER CERTIFICATIONS

- A. Equal Employment Opportunity – Executive Order 11246
- B. Section 3 and Segregated Facilities Certification
- C. Noncollusion Affidavit of Prime Contractor

**FOR PROJECTS FUNDED IN WHOLE OR PART BY
COMMUNITY DEVELOPMENT BLOCK GRANTS**

CERTIFICATE OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

If the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract will be awarded unless such a report is submitted.

CERTIFICATE OF BIDDER

Name and address of bidder (including zip code):

ALL CONCRETE SOLUTIONS LLC

2005 WHITE AVENUE

GRAND JUNCTION CO. 81501

1. Bidder has participated in a previous contract or subcontract subject to Equal Opportunity Clause.

Yes No

2. Compliance reports were required to be filed in connection with such a contract or subcontract.

Yes No

Not applicable

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes No

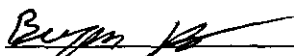
Not applicable

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

 Yes ✓ No

Submitted By: BENJAMIN REYES

Title: PRESIDENT

Signature: 

Date: JUNE 21, 2017

NONCOLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of COLORADO)
County of MESA) ss.

BENJAMIN REYES being first duly sworn, deposes and says that:

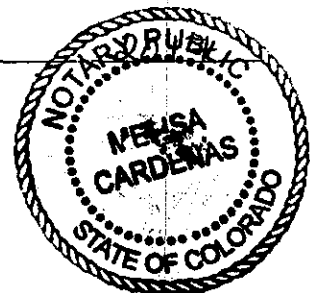
1. He is the PRESIDENT of ALL CONCRETE SOLUTIONS LLC, the bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or the bid of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Grand Junction or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties of interest, including the affiant.

Signed: *Benjamin Reyes*
Title: PRESIDENT

Subscribed and sworn to me this 21st day of JUNE

By: *M. L. Cardenas*
Notary Public

My commission expires: OCTOBER 18, 2018



REQUIRED FORMS FOR PROJECTS FUNDED IN WHOLE OR IN PART BY COMMUNITY DEVELOPMENT BLOCK GRANT MONIES

The work to be performed in this project is being funded, in whole or part, using Federal Community Development Block Grant (CDBG) monies. Federal procurement regulations require that the following items must be completed and submitted with your bid for consideration for contract award:

- A. Forms for Section 3 of the Housing and Urban Development Act of 1968:
 - Preliminary Statement of Work Force Needs
 - Affirmative Action Plan for Use of Project Area Businesses
 - Statement of Actual Work Force Needs
- B. Solicitation of Minority and Women Owned Business
- C. Contractor Ownership Information
- D. Subcontractor Ownership Information

Your completed forms shall be evaluated in assisting the City in determining responsiveness to federal regulatory compliance and may be used to determine whether or not the Contractor is responsible for the purposes of awarding the bid.

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

**PRELIMINARY STATEMENT OF WORK FORCE NEEDS
AND GOALS FOR USING LOWER INCOME RESIDENTS**

2017
Project: SAFE ROUTES TO SCHOOLS - IFB-4380-17-DH

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding \$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER-INCOME RESIDENTS
SKILLED	8	8	2	10	
SEMI-SKILLED	2	2			
UNSKILLED					
TRAINEE					

Methods to be used to achieve these goals: GOAL HAVE BEEN ACHIEVED NO FURTHER ACTION IS NEEDED AT THIS TIME

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: BENJAMIN REYES
 TITLE: PRESIDENT
 SIGNATURE: *[Signature]*
 COMPANY NAME: ALL CONCRETE SOLUTIONS LLC
 DATE: JUNE 21, 2017

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

AFFIRMATIVE ACTION PLAN FOR USE OF PROJECT AREA BUSINESSES

PROJECT: 2017 SAFE ROUTES TO SCHOOLS - 1FB-4380-17-DH

COMPANY: ALL CONCRETE SOLUTIONS LLC

NUMBER OF ALL SUBCONTRACTORS PROPOSED: 1 (ONE)

DOLLAR VALUE OF ALL SUBCONTRACTS PROPOSED: \$ 38,809.00

To the greatest extent feasible contracts will be awarded through negotiations or bid to qualified project area businesses (businesses located within the Grand Junction city limits).

Goal of these contracts for project area businesses:

<u>Proposed type of subcontract</u>	<u>Approximate cost</u>
<u>ASPHALT</u>	<u>38,809.00</u>

Outline the affirmative action plan to achieve these goals:

GOAL HAVE BEEN ACHIEVED NO FURTHER ACTIONS IS
NEEDED AT THIS TIME

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

**STATEMENT OF ACTUAL WORK FORCE NEEDS
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: 2017 SAFE ROUTES TO SCHOOLS - IFB-4380-17-NH

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding \$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER-INCOME RESIDENTS
SKILLED	8	8	2	10	
SEMI-SKILLED	2	2			
UNSKILLED					
TRAINEE					

Methods to be used to achieve these goals: GOALS HAVE BEEN ACHIEVED NO FURTHER ACTION IS NEEDED AT THIS TIME.

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: BENJAMIN REYES

TITLE: PRESIDENT

SIGNATURE: *Ben K*

COMPANY NAME: ALL CONCRETE SOLUTIONS LLC

DATE: JUNE 21, 2017

NOTE: This form is to be submitted to the City's Engineer fifteen (15) days after start of construction.

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

SOLICITATION OF MINORITY AND WOMEN OWNED BUSINESSES

Indicate below actions taken to solicit minority and women-owned businesses where subcontractors are used in completing the project.

Solicited the following Minority/Female Businesses:

<u>ALL CONCRETE SOLUTIONS LLC</u>	<u>970 424-5146</u>
Contractor Name	Phone
<u>Pablo REYES</u>	<u>6/21/2017</u>
Individual Contacted	Date

<u>GIG PAUING</u>	<u>970 243-8307</u>
Contractor Name	Phone
<u>JOSE GUTERIZE</u>	<u>6/21/2017</u>
Individual Contacted	Date

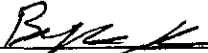
_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date

_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date

_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date

SUBMITTED BY: BENJAMIN REYES

TITLE: PRESIDENT

SIGNATURE: 

COMPANY NAME: ALL CONCRETE SOLUTIONS LLC

DATE: JUNE 22, 2017

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

CONTRACTOR OWNERSHIP INFORMATION

Project Name: ALL CONCRETE SOLUTIONS LLC

1. Legal Business Name: ALL CONCRETE SOLUTIONS LLC

2. Legal Business Address, including Zip Code

2005 WHITE AVENUE
GRAND JUNCTION CO 81501

3. 9 + digit Federal ID # of Business (or SS No. of Principle Owner)

45-1876407

4. Business DUNS Number (required with bid): 02-610-9685

5. Attach proof of SAM Registration (required with bid). To register visit www.sam.gov/portal

6. Business owner, partners and/or officers

<u>Name</u>	<u>Title</u>	<u>Address</u>
<u>PABLO REYES</u>	<u>OWNER/PRESIDENT</u>	<u>3086.5 MANDAN LN, GJT CO 81504</u>
<u>BENJAMIN REYES</u>	<u>OWNER/VICE-PRESIDENT</u>	<u>2005 WHITE AVENUE, GJT CO 81501</u>

6. Indicate the Ethnicity or Race of the Principle Ownership of the Contractor:

 White Black Hispanic Asian Native American

7. Is the Contractor a Woman-Owned Business Enterprise? Yes No

The undersigned certify that the above information is true to the best of their knowledge.

PABLO REYES
Name of Owner or Authorized Representative

JUNE 21, 2017
Date

Search Results

Current Search Terms: 026109685*

Your search for "026109685*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Glossary

Entity ALL CONCRETE SOLUTIONS LLC

Status: **Active**

DUNS: 026109685

CAGE Code: 79206

Has Active Exclusion?: No

DoDAAC:

Expiration Date: 06/09/2018

Delinquent Federal Debt?: No

Purpose of Registration: All Awards

[View Details](#)

[Search](#)

[Results](#)

[Entity](#)

[Exclusion](#)

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[By Record Status](#)

[By Record Type](#)



Department of the Army
Department of the Navy
Department of Defense
Department of Justice
Department of State
Department of Transportation
Department of the Interior
Department of Health and Human Services
Department of Education
Department of Agriculture
Department of Energy
Department of Homeland Security
Department of Veterans Affairs
Department of Housing and Urban Development
Department of Labor
Department of Commerce
Department of the Environment
Department of the Treasury
Department of Social Security Administration
Department of the Office of Management and Budget
Department of the Office of Inspector General
Department of the Office of the Inspector General
Department of the Office of the Inspector General

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

SUBCONTRACTOR OWNERSHIP INFORMATION

Project Name: 2017 SAFE ROUTES TO SCHOOLS - IFB-4380-17-DH

1. Legal Business Name: G I G PAVING, INC

2. Legal Business Address, including Zip Code

516 FRUITVALE COURT UNIT #A
GRAND JUNCTION CO. 81504

3. 9 + digit Federal ID # of Business (or SS No. of Principle Owner)

84-1293815

4. Business DUNS Number (required with bid): _____

WILL BE PROVIDED IF AWARDED.

5. Attach proof of SAM registration (required with Bid). To register visit www.sam.gov/portal

6. Business owner, partners and/or officers

<u>Name</u>	<u>Title</u>	<u>Address</u>
<u>JOSE GUTIEREZ</u>	<u>OWNER/PRESIDENT</u>	<u>409 CHULLOTA AVE. GJ. CO 81501</u>

6. Indicate the Ethnicity or Race of the Principle Ownership of the Contractor:

White Black Hispanic Asian Native American

7. Is the Contractor a Woman-Owned Business Enterprise? Yes No

The undersigned certify that the above information is true to the best of their knowledge.

Jose Gutierrez
Name of Owner or Authorized Representative

6-22-17
Date

LARRY MASON
 420 EAST MAYFIELD
 GRAND JUNCTION, CO 81507
 1-970-201-4000

Policy number: 08046815-6

Underwritten by:
 ARTISAN AND TRUCKERS CASUALTY CO
 July 3, 2017
 Page 1 of 2

Certificate of Insurance

Certificate Holder

Additional Insured
 CITY OF GRAND JCT
 250 N. 5TH S
 GRAND JUNCTIO, CO 81501

Insured

ALL CONCRETE SOLUTIONS
 LLC
 2005 WHITE AVE
 GRAND JUNCTION, CO 81501

Agent

LARRY MASON
 420 EAST MAYFIELD
 GRAND JUNCTION, CO 81507

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jun 29, 2017

Policy Expiration Date: Jun 29, 2018

Insurance coverage(s)

Limits

BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
UNINSURED/UNDERINSURED MOTORIST	\$300,000 COMBINED SINGLE LIMIT

Description of Location/Vehicles/Special Items

Scheduled autos only

2004 CHEVROLET SILVERADO C1500 1GCEC14X14Z344450

MEDICAL PAYMENTS	\$5,000
COMPREHENSIVE	\$500 DED
COLLISION	\$500 DED

1996 DODGE RAM 3500 3B7MF33C8TM125305

MEDICAL PAYMENTS	\$5,000	Stated Amount	\$10,000
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		

1987 INTL 9V4 1HTLDUYR8HHA19491

MEDICAL PAYMENTS	\$5,000
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1999 FORD F250 1FTNX21S8XED36277

MEDICAL PAYMENTS	\$5,000
COMPREHENSIVE	\$500 DED

Policy number: 08046815-6

Page 2 of 2

COLLISION \$500 DED

1992 CHEVROLET C1500/K1500 1GCDC14K1NZ234788

MEDICAL PAYMENTS \$5,000

Certificate number

18417NET815

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.



Form 5241 (10/02)

