

October 9, 2018

Contractor: PNCI Construction, Inc.

Date:

### **NOTICE TO PROCEED**

Project:	Grand Junction Horizon Drive Crosswalk	s Project IFB-4558-18-DH
	e with the contract dated <u>October 4, 2018</u> c on the Project on or before <u>October 15, 3</u>	
The date of fi this Notice to	nal completion as determined is <u>82 Caler</u> <u>Proceed</u> .	ndar Days from the start date of
CITY OF GF	RAND JUNCTION, COLORADO	
Duane Hoff J	r., Senior Buyer	
Receipt of thi	s Notice to Proceed is hereby acknowled	ged:
Contractor:		
Ву:		
Print Name:		-
Title:		
Date:		



### **NOTICE OF AWARD**

Date: October 4, 2018

Company: PNCI Construction, Inc.

Project: Grand Junction Horizon Drive Crosswalks Project IFB-4558-18-DH

You have been awarded the City of Grand Junction Grand Junction Horizon Drive Crosswalks Project IFB-4558-18-DH for a total price of \$335,740.96.

Please notify Jerod Timothy, Project Engineer 970-244-1565, or Eric Mocko, Project Engineer 970-256-4017, City of Grand Junction for project scheduling, and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract, Payment & Performance Bonds, and Certificate of Insurance, as per the solicitation documents.

CITY OF GRAND JUNCTION, COLORADO

Duane Hoff	
Puane Hoff Jr., Senior Buyer	

### SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: PNCI Construction, Inc.

By: Told Schmitt

Title: Director of Pre-Construction

Date: 10/4/2018 | 12:41 MDT



### CITY OF GRAND JUNCTION, COLORADO

#### CONTRACT

This CONTRACT made and entered into this 4th day of October, 2018 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 PNCI Construction, Inc. 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 **Grand Junction Horizon Drive Crosswalks Project IFB-4558-18-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**

<u>Contract Documents</u>: 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; **Grand Junction Horizon Drive Crosswalks Project**;
- 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

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

### **ARTICLE 3**

<u>Contract Work:</u> 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 Three Hundred Thirty-Five Thousand Seven Hundred Forty and 96/100 Dollars (\$335,740.96). 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**

<u>Bonds:</u> 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

<u>Contract Binding:</u> 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**

<u>Severability:</u> 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 tow counterparts.

### **CITY OF GRAND JUNCTION, COLORADO**

ByDuane Hoff	10/8/2018   11:59 MDT
Duaned left dr., Senior Buyer	Date
PNCI Construction, Inc.	
— DocuSigned by:	
By: todd Schmitt	10/4/2018   12:41 MDT
D25B7EF05511415	 Date



Grand Junction Horizon Drive Crosswalks
Project #: IFB-4558-18-DH
Invitation For Bid (IFB)

**City of Grand Junction** 

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## 1.

# CONTRACTOR'S BID FORM



### 4. Contractor's Bid Form

Bid D	ate:	9/12/2018						
		B-4558-18-DH "Grand		swalks"				
Biddi	ng C	ompany: PNCI Con	struction, Inc.					
Name	of A	uthorized Agent: <u>To</u>	dd Schmitt					
Email	to	dd@pnciconstruc	tion.com					
Telep	hone	970.242.3548	Address_	553 2	5 1/2 R	d.		
City_	G	rand Junction		_State_	CO	Zip	81505	_
Contra of, and all wo These	act Con d con rk for price	signed Bidder, in compli- onditions, Statement of N ditions affecting the proper the Project in accordar es are to cover all expens s Bid Form is a part.	Work, Specifications, an posed work, hereby prop nce with Contract Docur	d any an loses to f ments, wi	d all Adde urnish all thin the t	enda ther labor, ma ime set f	eto, having inves aterials and supp orth and at the p	stigated the location lies, and to perform prices stated below.
conne terms	ction and	signed Contractor does to any person(s) provide conditions of the Instruction ined by the undersigned.	ing an offer for the sam ons to Bidders, the Spec	e work, a	and that it	t is made	in pursuance of	, and subject to, all
date o	f Not	ctor also agrees that if a fication of Award. Subm d to complete the project	ittal of this offer will be to	provide ir aken by tl	nsurance he Owner	certificate as a bind	es within ten (10) ding covenant tha	working days of the at the Contractor will
or tecl	hnica alend	reserves the right to ma lities and to reject any or ar days after closing time	all offers. It is further a	agreed th	at this of	fer may n	ot be withdrawn	for a period of sixty
Prices	in th	e bid proposal have not l	knowingly been disclose	d with an	other pro	vider and	will not be prior	to award.
		is bid proposal have be	en arrived at independe	ently, with	out consi	ultation, c	communication o	r agreement for the
No att	empt etition							
		ual signing this bid propo sponsible for the offer wi						sent the offeror and
The un City of Promp	nders Gran of pay	nases by the City of Gran igned certifies that no Fe and Junction payment terr ment discount of N/A days after the receipt	ederal, State, County or ns shall be Net 30 days. percent of the net	Municipa	l tax will b	oe added	to the above quo	ted prices.
RECE	IPT (	days after the receipt  OF ADDENDA: the unde  Contract Documents.		nowledge	s receipt	of Adden	da to the Solicita	tion, Specifications,
	Sta	ate number of Addenda r	eceived: 1					
By sig	ning	oonsibility of the Bidder to below, the Undersigned a	agree to comply with all	ave been terms an	received d conditio	and ackn	owledged. ined herein.	
Comp	any:	PNCI Construction	on, Inc.		1			
Autho	rized	Signature:	Can	all				
	Dir	octor of Pro-Const	ruction					

2.

# BID SCHEDULE



### Bid Schedule: Grand Junction Horizon Drive Crosswalks

Contractor: PNCI Construction, Inc.

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit	Price	Total Price
1	201-00000	Clearing and Grubbing	1.	LS	\$ 974.00	\$_9	74.00
2	202-00220	Removal of Asphalt Mat	253.	SY	\$ 9.68	\$ 2	2449.04
3	202-00200	Removal of Sidewalk	81.	SY	\$ 5.76		66.56
4	202-00203	Removal of Curb and Gutter	64.	LF	\$ 3.67		34.88
5	202-00026	Removal of Slope and Ditch Paving	36.	SY	\$ 8.11		91.96
6	202-00195	Removal of Median Cover	56.	SY	\$ 12.55		2.80
7	202-05004	Sawing Concrete (4 Inch)	24.	LF	\$ 8.63		07.12
8	202-05008	Sawing Concrete (8 Inch)	56.	LF	\$ 8.38		9.28
9	203-01597	Potholing	24.	HR	\$ 180.50		332.00
10	207-00205	Topsoil	2.	CY	\$ 293.00		86.00
11	208-00045	Concrete Washout Structure	1.	EA	\$ 837.00		37.00
12	208-00054	Storm Drain Inlet Protection (Type II)	6.	EA	\$ 115.00		00.00
13	208-00103	Removal and Disposal of Sediment (Labor)	10.	HOUR	44.00		4.00
14	208-00207	Erosion Control Management	15.	DAY	\$ 174.40	\$ 26	16.00
15	212-00050	Sod	71.	SF	3.52	24	19.92
16	213-00065	Inorganic Mulch (3/4" Washed Rock)	1.	CY	\$ 282.00	\$ 28	2.00
17	213-00065	Inorganic Mulch (River Cobble)	1.	CY	\$ 282.00	\$ 28	2.00
18	213-00065	Inorganic Mulch (1 1/2" Tan Granite)	1.	CY	\$ 282.00	\$ 28	2.00
19	304-06000	Aggregate Base Course (Class 6)	141.	TON	\$ 17.79		508.39
20	412-00600	Concrete Pavement (6 Inch)	50.	SY	\$ 84.10		205.00
21	601-03050	Concrete Class D (Wall)	12.	CY	\$ 536.63		39.56
22	602-00000	Reinforcing Steel	600.	LB	\$ 1.76		56.00
23	608-00000	Concrete Sidewalk	71.	SY	\$ 75.89		88.19
24	608-00010	Concrete Curb Ramp Type 3B	133.	SY	\$ 83.66	and the same of the same	126.78
25	608-00010	Concrete Curb Ramp Type 1B	4.	SY	\$ 252.94	_	11.76
26	608-00015	Detectable Warnings	144.	SF	\$ 19.22		67.68
27	609-20010	Curb Type 2 (Section B)	18.	LF	\$ 89.64	\$ 16	13.52
28	609-21010	Curb and Gutter Type 2 (Section I-B)	274.	LF	\$ 32.52	\$ 89	10.48
29	610-00024	Median Cover Material (Concrete) (Davis Color No. 5084 (3 LB) Spanish	650.	SF	\$ 12.11	\$ <u>78</u>	71.50
30	610-00100	Median Edging (Concrete) (Davis Color No. 5084 (3 LB) Spanish Gold)	226.	LF	\$ 18.42		62.92
31	613-01200	2 Inch Electrical Conduit (Plastic)	261.	LF	\$ 11.23		31.03
32	613-07001 613-10000	Type One Pull Box	22.	EA	\$ 418.50		207.00 2555.00
33 34	613-30005	Wiring Light Standard and Luminaire (Pedestrian)	1. 6.	LS EA	\$ <u>12555.00</u> \$ <u>6975.00</u>		850.00
35	613-34303	Light Standard Metal (30 Foot) (Special) (2 Arm)	3.	EA	\$ 7323.67	\$_21	1971.01
36	613-40010	Light Standard Foundation	9.	EA	\$ 747.50		727.50
37	613-50106	Lighting Control Center	1.	EA	\$ 9939.00		39.00
38	614-80003	Rectangular Rapid Flashing Beacon System	3.	EA	\$ 28248.67		1746.01
39	614-00011	Sign Panel (Class I)	234.	SF	\$ 20.93		97.62
40	614-00200	Steel Sign Post (U-2)	6.	EA	\$ 52.33		3.98
41	620-00020	Sanitary Facility	Lump		7.7	The second second second second	32.00
42 43	625-00000 626-00000	Construction Surveying Mobilization	Lump	SUM			139.00 1483.00
44	626-01103	Public Information Services (Tier III)	Lump				58.00
45	627-30410	Preformed Thermoplastic Pavement	708.	SF	\$ 14.04	The second secon	940.32
	J	Marking (Xwalk-Stop Line) BF-2 (			7	- 4_2	

### Bid Schedule: Grand Junction Horizon Drive Crosswalks Contractor: PNCI Construction, Inc.

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit	Price	Total Price
					No.		
46	630-00000	Flagging	100.	HR	\$ 26.16	_ \$	2616.00
47	630-00007	Traffic Control Inspection	20.	DAYS	\$ 52.30	\$	1046.00
48	630-00012	Traffic Control Management	20.	DAYS	\$ 523.15	_ \$	10463.00
49	630-80341	Construction Traffic Sign (Panel Size A)	16.	EA	\$ 10.44	\$	167.04
50	630-80342	Construction Traffic Sign (Panel Size B)	26.	EA	\$ 10.46	_ \$	271.96
51	630-80344	Construction Sign Panel (Special)	21.	SF	\$ 20.95	\$	439.95
52	630-80358	Advance Warning Flashing or Sequencing Arrow Panel (Type C)	2.	EA	\$ 261.50	\$	523.00
53	630-80359	Portable Message Sign Panel	20.	DAYS	\$ 26.15	\$	523.00
54	630-80360	Drum Channelizing Device	40.	EA	\$ 10.45	\$	418.00
55	630-80363	Drum Channelizing Device (With Light) (Flashing)	60.	EA	\$ 10.47	_ \$	628.20
MCR		Minor Contract Revisions	44.4	3		\$	10,000.00
			Bid Ar	nount:		\$ 3	35,740.96

### **Bid Amount:**

Three Hundred Thirty Five Thousand Seven Hundred Forty Dollars and Ninety Six Cents dollars

3.

### **SUBCONTRACTORS**



The undersigned Bidder proposes to subcontract the following portion of Work:

Name & address of Sub-Contractor	Description of work to be performed	% of Contract
Eagles Nest Contracting	Earthwork & Demo	9%
McAtlin Electrical Corp	Electrical	33%
Straight Edge Striping LLC	Preform Thermoplastic Markings	2.7%
Your Way Safety & Sign Supply, Inc.	Traffic Control	6.6%

The undersigned Bidder acknowledges the right of the City to reject any and all Bids submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

4.

### **ANTI- COLLUSION AFFIDAVIT**



### ANTI-COLLUSION AFFIDAVIT

PROJECT NO. IFB-4558-18-DH

LOCATION

**Grand Junction Horizon Drive Crosswalks** 

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

- The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or noncompetitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
- The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
- 5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any Intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
- 6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
- 7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
- I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor's firm or company name	By 10 10 10 10 10 10 10 10 10 10 10 10 10	100			
PNCI Construction, Inc.	Director of Pre-Construction				
2nd contractor's firm or company name. (ff joint venture.)	By Date				
	Title				
Sworn to before me this 12th day of	f, Systember 2018				
Notary Public heris & Cartell	CHERIS R. CAMPBELL				
My commission expires 2/34/2022	NOTARY PUBLIC STATE OF COLORADO NOTARY ID #20144008701				
NOTE: This document must be signed in ink.	My Commission Expires February 24, 2022				

# 5.

### **CDOT FORMS**



#### COLORADO DEPARTMENT OF TRANSPORTATION BIDDERS LIST Project Code Proposal Date Contractor Region Project Name and Number Grand Junction Horizon Drive Crosswalks 9/12/18 20736 PNCI Construction, Inc. IFB-4558-18-DH Subcontractors/Suppliers/Vendors: The bidder must list all firms seeking to participate on the contract. This information is used by the Colorado Department of Transportation (CDOT) to determine overall goals for the Disadvantaged Business Enterprise Program. Failure to submit this form may result in the proposal being rejected. Work Proposed Selected Email Firm Name (Y/N) (Y/N) (Select all that apply) Yes **Eagles Nest Contracting** Earthwork & Demo NO No NO Dirtworks Earthwork & Demo **KB** Construction Excavation No NO Earthwork & Demo McAtlin Electrical Corp Electrical No Yes No No Electrical Magnum Electric Traffic Control Yes No CC Enterprises **Traffic Control** Yes Yes Your Way Safety & Sign Supply **Traffic Control ACM Construction** No No Striping No Yes Straight Edge Striping LLC certify that the information provided herein is true and correct to the best of my knowledge. Director of PreConstruction Todd Schmitt Signature/Initials 725 Date Name / - orx Title 21. Clearing, Demolition, Excavation and 11. Structural Steel and Steel Reinforcement Work Proposed Categories: Earthwork 1. Materials and Supplies 12. Riprap and Anchored Retaining Walls Flagging and Traffic Control 13. Landscape and Erosion Control 22. Engineering and Surveying Services 14. Bridge and Bridge Deck Construction 23. Public Relations and Involvement Trucking and Hauling Precast Concrete, Foundations, and 24. Piles and Deep Foundations 15. Asphalt Paving 25. Waste Management and Recycling 16. Road and Parking Lot Marking

Concrete Paving, Flatwork and Repair Lighting and Electrical

Signs, Signal Installation, and Guardrail

Fencing

**Buildings and Vertical Structures** 

10. Utility, Weter and Sewer Lines

17. Chip Seal, Crack Seal, Joint Seal and Crack Fill

18. Bridge Painting and Coating

19. Stairway and Ornamental Metal

20. Parking Lots and Commercial Sidewalks

26. Site Clean Up

27. Mechanical and HVAC

28. Tunnel Construction

29. Profiling and Grinding

30. Environmental Health and Safety

This form must be submitted by the proposal deadline. For CDOT projects, submit to cdot\_hq\_dbeforms@state.co.us.

	and the second s				
	PARTMENT OF TRANSF				
ANTICIP		PARTICIPAT	ION PLAN		
Bidder:	PNCI Construc	tion, Inc.	Project:	Grand Junction Horizon IFB-4558-18-DH	Drive Crosswalks
Contact:	Todd Schmitt		Project Code:	20736	
Phone:	970-242-3548		Date of Proposal:	9/12/2018	
Email:	todd@pncicon	struction.com	Contract Goal:		
Preferred Conta	act Method:		Region:		
		DBE Comm	itments		
DBE	Firm Name	Work to Be	Performed	Commitment Amount	Eligible Participation
Your Way Saf	fety & Sign Company	Traffic Control		\$22,200.00	\$22,200.00
			- constant		
			Manager		1/2
	1.11100				
					1,10,140,100
				10	
-		- Hamilton Car	Total E	Eligible Participation	
				Total Bid Amount	\$22,200.00
				cipation Percentage	6.6%
		Bidder Sign vidual with the authority to	o bind the Bidder. By si		
that the statementhe Standard Spe CDOT shall not at demonstrated good approval of CDOT have not met the	nts made in this document ecial Provision Disadvanta ward a contract until it hat od cause. Once your property T. If selected as the lower contract goal, you will also ibility to ensure that the se	under penalty of perjury in that are true and complete to the aged Business Enterprise Files been determined that the posal has been submitted, ast apparent bidder, you shall so be required to submit does beliected DBEs are certified. It information and instruction	the best your knowledge. Requirements and unders contract goal has been recommitments may not be all submit a Form 1415 for cumentation of all good for the work to be perform	Further, you attest tand the following:  met or that you have modified or terminar each commitment laith efforts to meet to meed and that their ele	e otherwise ated without the listed above. If you the contract goal.
Provision Disadva	antaged Business Enterp	rise Requirements.		0 11	-//
<b>Todd Schm</b>	itt - 1	Director of Pre-Construction	Took	will	9/12/18
Name / - Sc	Exwed.	Title	Signature		Date

This form must be submitted by the proposal deadline. For CDOT projects, submit to cdot\_hq\_dbeforms@state.co.us.

# 6.

# BID BOND



### **BID BOND**

553 25 1/2 Road, Grand Junction, CO 8150	05		as Principal, and
Employers Mutual Casualty Company			as Surety, are hereby
held and firmly bound unto City of Grand	Junction		as OWNER
in the penal sum of _ Five Percent (5%) of	Total Amount Bid		
		for the paym	ent of which, well and truly to be
made, we hereby jointly and severally bind	l ourselves, successors and	assigns.	
Signed, this day of	September	,_2018	_2=
The Condition of the above obligation is su	ich that whereas the Princip	oal has submitted to _	
City of Grand Junction			a certain BID, attached hereto
City of Grand Junction			
The second second second second	a contract in writing, for t	ne	
The second second second second	a contract in writing, for t	ne	
and hereby made a part hereof to enter into	a contract in writing, for t		

### NOW, THEREFORE,

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

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

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

(L.S.)	
Attorney-in-Fact	

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



P.O. Box 712 • Des Moines, Iowa 50306-0712

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

### KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation

- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:
TIMOTHY J. BLANCHARD, JONATHAN B. LAND, ROBERT CHARLES TORREZ, VICKIE GOLOBIC, TERRI L. REESE, CHRISTINA L. TOWNSEND, JENNIFER J. WALKER, JOHNA KATHRYN
MOORS, BARBARA J. ARNOLD, ASHLEY K. ANDERSON, MARY ANN EURICH, DONNA L. ADAMS, RUTH ANNE LINDSAY

ts true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

#### ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire April 1, 2021, unless sooner revoked.

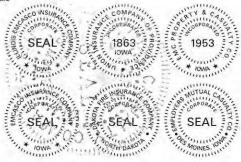
### **AUTHORITY FOR POWER OF ATTORNEY**

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

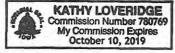
RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon this Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 28th day of March, 2018.

Seals







Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and

CEO of Company 7

Todd Strother Vice President

On this 28th day of March, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2019.

Notary Public in and for the State of lower

### CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 28th day of March, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of

September

2018

Vice President



### **Purchasing Division**

### **ADDENDUM NO. 1**

DATE: September 5, 2018

FROM: City of Grand Junction Purchasing Division

TO: All Offerors

RE: Grand Junction Horizon Drive Crosswalks IFB-4558-18-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. See attached Pre-Bid Agenda.
- 2. See attached Davis Bacon Wages Notice.
- 3. See Attached DBE Requirements Special Provisions update.

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

All other conditions of subject remain the same.

Respectfully,

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



### **Pre-Bid Meeting Agenda**

Date: August 31, 2018

Project: Grand Junction Horizon Drive Crosswalk Project

Location: City Hall Auditorium

Conducted by: Jerod Timothy, Project Manager

1. Introduction, attendance list.

- 2. **Pre-Bid Meeting** Attendance at this pre-bid meeting is mandatory for Contractor's submitting bids to become the general contractor.
- 3. <u>Project Description:</u> The Project generally consists of the installation of approximately 420 SY of Concrete Pavement, 141 Tons Aggregate Base Course, 3 street and 6 pedestrian lights, 3 rectangular rapid flashing beacon systems, striping and signage.

Note: This project shall be constructed in accordance with the current Davis Bacon Wage Rate Determination.

### 4. Project documents

- a. City of Grand Junction Standard Contract Documents, July, 2010 Edition
- b. Project Bid Documents
- c. Project Plan Set
- d. CDOT Standard Specifications for Road and Bridge Construction, 2017 Edition.
- e. CDOT M&S Standards, July 2012

### 5. Bid submittal procedures

- a. Contractor's Bid Form
- b. Price Bid Schedule
- c. Attendance at bid opening is optional
- d. Accepting Electronic Responses Only submitted through the Rocky Mountain E-Purchasing System (RMEPS).

### 6. Insurance and bonding requirements



- a. 5% bid bond
- b. Performance and payment bonds (100%)
- c. Insurance in General Conditions

### 7. Addenda

Addendum No. 1 will be posted following this meeting and shall include the following:

 Pre-Bid meeting agenda and attendance list along with all notes and questions that are addressed during meeting.

It's the bidder's responsibility to make sure they have acknowledged all addendums issued for this project. The bidder can find addendums on the City of Grand Junction Engineering website.

### 8. Project specific issues

- a. Working Days and Hours: No work shall be done on Saturdays, Sundays or City Holidays without the written consent of the City. No work, other than preparation and clean-up, shall be done outside the hours between 8:00 a.m. and 4:30 p.m. without the written consent of the City. Requests for such work shall be made a minimum of forty-eight (48) hours prior to the day or days for which the request is being made. Emergency work may be done without prior consent provided the Contractor notifies the Project Engineer or Project Inspector prior to beginning the work.
- b. Project Start Date: The project is scheduled begin on Monday, October 15, 2018
- c. **Time of Completion:** The scheduled time of completion for the project is 82 Calendar days from the starting date specified on the Notice to Proceed.
- d. **Asphalt and Concrete Removal:** During removal operations the Contractor shall saw cut at the interface at full depth of concrete or asphalt (6" minimum) as to not damage new asphalt overlay. Any damage to the existing asphalt shall be patched back by the contractor at no cost to the City. All patch work shall be at a minimum of 2' wide and 10' in length (4" Thick).



- e. Street and Pedestrian Lights and RRFB's: Contractor shall immediately order the street and pedestrian lights and RRFB's once a fully executed Contract is signed between the City and the Contractor. The Sternberg Pedestrian Lights are estimated to take 12-14 weeks for delivery from when the order is placed and the RRFB's 4 6 weeks.
- f. Certified 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 Project Engineer/Manager.

The Contractor shall submit a current certificate at or before the preconstruction meeting.

9. **Site Visit** - Suggested to all prospective bidders to visit the locations to see what obstacles they may encounter.

10.	. Questions and answers:

# U.S. DEPT. OF LABOR DAVIS BACON MINIMUM WAGES COLORADO HIGHWAY CONSTRUCTION GENERAL DECISION NUMBER - CO180023

### **NOTICE**

This is a standard special provision that revises or modifies CDOT's *Standard Specifications for Road and Bridge Construction*. It has gone through a formal review and approval process and has been issued by CDOT's Project Development Branch with formal instructions for its use on CDOT construction projects. It is to be used as written without change. Do not use modified versions of this special provision on CDOT construction projects, and do not use this special provision on CDOT projects in a manner other than that specified in the instructions, unless such use is first approved by the Standards and Specification Unit of the Project Development Branch. The instructions for use on CDOT construction projects appear below.

Other agencies which use the *Standard Specifications for Road and Bridge Construction* to administer construction projects may use this special provision as appropriate and at their own risk.

### Instructions for use on CDOT construction projects:

Use this standard special provision on all federal-aid projects with contracts exceeding \$2000, except for non-ARRA projects on roadways classified as local roads or rural minor collectors, which are exempt. Projects on local roads, rural minor collectors, and enhancement projects funded with ARRA funds are not exempt.

<b>Decision Nos. CO180023</b> dated January 05, 2018 supersedes	<b>Modifications</b>			<u>ID</u>
Decision Nos. CO170023 dated January 06, 2017.	MOD Number	<u>Date</u>	Page Number(s)	
When work within a project is located in two or more counties and	1	02/09/18 (Non-Wages & Benefits change)	-	-
the minimum wages and fringe benefits are different for one or more	2	03/02/18	1	2
job classifications, the higher minimum wages and fringe benefits	3	07/13/18	1	3
shall apply throughout the project.	4	08/31/18	1	4

General Decision No. CO180023 applies to the following counties: Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, and Summit counties.

### General Decision No. CO180023

### The wage and fringe benefits listed below reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
1598	CARPENTER (Excludes Form Work)	25.50	9.47	3
	TRAFFIC SIGNALIZATION:			
	SUMMIT COUNTY			
	Traffic Signal Installation			
1599	Zone 1	26.42	4.75% + 8.68	
1600	Zone 2	29.42	4.75% + 8.68	
1004	Traffic Installer Zone Definitions  Zone 1 – Within a 35 mile radius measured from the addresses of the following cities:  Colorado Springs - Nevada & Bijou  Denver - Ellsworth Avenue & Broadway  Ft. Collins - Prospect & College  Grand Junction - 12th & North Avenue  Pueblo - I-25 & Highway 50  Zone 2 - All work outside these areas.	21.71	0.66	
1824	ELECTRICIAN (Boom Truck Operator)	21.71	8.66	
1601	POWER EQUIPMENT OPERATOR:  Drill Rig Caisson  Smaller than Watson 2500 and similar	27.60	10.10	
1602	Watson 2500 similar or larger	27.92	10.10	
	IRONWORKER:			
	Structural			
1603	Garfield	27.45	22.11	4

U.S. DEPT. OF LABOR DAVIS BACON MINIMUM WAGES, COLORADO

HIGHWAY CONSTRUCTION, GENERAL DECISION NUMBER - CO180023

DATE: August 31, 2018

General Decision No. CO180023 The wage and fringe benefits listed below do not reflect collectively bargained rates. **CARPENTER** (Form Work Only): Eagle, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, 1604 15.92 5.38 Routt, Summit 1605 Garfield 19.55 4.09 **CEMENT MASON/CONCRETE FINISHER:** 1606 Eagle 17.59 2.85 1607 Garfield 17.27 2.16 1608 Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt 18.23 2.85 1609 Summit 15.55 2.85 **ELECTRICIAN:** 1610 28.06 8.76 **Excludes Traffic Signalization** Traffic Signalization Electrician Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, 1611 28.24 8.52 Rio Blanco, Routt, Summit Traffic Signalization Groundsman Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, 1612 15.93 4.01 Rio Blanco, Routt 1613 4.10 Summit 16.75 **GUARDRAIL INSTALLER:** 1614 12.78 3.46 Eagle Garfield, Grand, Jackson, Lake, Moffat, Pitkin, 1615 12.78 3.31 Rio Blanco, Routt, Summit **HIGHWAY/PARKING LOT STRIPING:** 1616 Truck Driver (Line Striping Truck) 14.60 3.49 **Painter** 1617 Eagle, 13.85 3.07 Garfield, Grand, Jackson, Lake, Moffat, Pitkin, 1618 13.97 3.07 Rio Blanco, Routt, Summit **IRONWORKER: Excludes Guardrail Installation** 1619 Reinforcing 16.94 6.77 1620 22.22 6.01 Structural

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	LABORER:			
	Asphalt Raker			
1621	Eagle	16.36	3.26	
1622	Garfield	18.66	3.53	
1623	Grand	17.90	3.02	
1624	Jackson, Lake, Moffatt, Routt	17.75	3.75	
1625	Pitkin	17.50	3.75	
1626	Rio Blanco	18.97	3.75	
1627	Summit	16.77	3.26	
	Common or General			
1628	Eagle, Garfield, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	12.44	3.53	
1629	Grand	19.14	3.53	
1630	Concrete Saw (Hand Held)	16.00	6.14	
	Landscape and Irrigation			
1631	Eagle	14.84	3.16	
1632	Garfield, Grand, Jackson, Lake, Moffatt, Rio Blanco, Routt	13.54	3.16	
1633	Pitkin	14.16	3.16	
1634	Summit	13.09	3.16	
	Mason Tender - Cement/Concrete			
1635	Eagle, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	12.44	3.10	
1636	Garfield	14.87	3.10	
	Traffic Control			
1637	Flagger	9.42	3.21	
	Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags, (Excludes Flaggers)			
1638	Eagle, Garfield, Grand, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	12.39	3.20	
1639	Jackson	12.93	3.22	

Code	The wage and fringe benefits listed below do not ref  Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	PAINTER: (Spray Only)			
1640	Eagle	17.49	3.52	
1641	Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt	17.54	3.52	
1642	Summit	19.96	3.52	
	POWER EQUIPMENT OPERATOR:			
	Asphalt Laydown			
1643	Eagle, Summit	22.67	8.72	
1644	Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Routt	24.09	7.93	
1645	Rio Blanco	23.67	9.22	
1646	Asphalt Paver	22.67	8.72	
1647	Asphalt Plant	19.27	4.47	
	Asphalt Roller			
1648	Eagle	23.01	8.72	
1649	Garfield, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	23.15	8.07	
1650	Grand	22.67	8.72	
1651	Asphalt Spreader	25.61	6.96	
	Backhoe/Trackhoe			
1652	Eagle	22.56	7.02	
1653	Garfield	19.40	4.42	
1654	Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt	22.92	6.15	
1655	Summit	24.30	5.75	
	Bobcat/Skid Loader			
1656	Eagle	18.25	4.32	
1657	Garfield	24.63	0.00	
1658	Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt	21.04	5.18	
1659	Summit	19.77	4.28	

Code	The wage and fringe benefits listed below do no Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
	Broom/Sweeper			
1660	Eagle	23.35	7.78	
1661	Garfield, Jackson, Lake, Moffat, Pitkin, Routt	21.92	7.66	
1662	Grand	21.67	8.22	
1663	Rio Blanco	21.66	0.00	
1664	Summit	22.67	8.72	
1665	Bulldozer	26.78	7.05	
1666	Chipper	22.04	8.26	
1667	Crane	23.82	9.22	
1668	Drill	20.84	2.66	
1669	Forklift	18.30	5.01	
1670	Grade Checker	23.82	9.22	
1671	Grader/Blade	23.05	6.45	
1672	Guardrail/Post Driver	16.07	4.41	
	Loader (Front End)			
1673	Eagle	24.98	7.55	
1674	Garfield	21.93	9.22	
1675	Grand, Pitkin,	22.67	8.72	
1676	Jackson, Lake, Moffatt, Routt	24.07	7.92	
1677	Rio Blanco	23.67	9.22	
1678	Summit	25.88	7.01	
	Mechanic			
1679	Eagle, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	23.31	3.93	
1680	Garfield	19.80	4.20	
	Oiler			
1681	Eagle	23.82	7.62	
1682	Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	24.04	7.77	

	General Decision No. CO180023  The wage and fringe benefits listed below do not reflect collectively bargained rates.						
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod			
	POWER EQUIPMENT OPERATOR (con't.):						
	Roller/Compactor (Dirt and Grade Compaction)						
1683	Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Routt	22.72	5.98				
1684	Rio Blanco	23.67	9.22				
1685	Summit	24.38	6.11				
	Rotomill						
1686	Eagle	18.86	4.41				
1687	Garfield, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt	20.70	4.41				
1688	Grand	23.48	4.41				
1689	Summit	16.28	4.41				
1690	Scraper	20.60	7.99				
	Screed						
1691	Eagle	17.04	3.98				
1692	Garfield, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	23.76	5.05				
1693	Grand	23.29	4.05				
1694	Tractor	15.08	2.95				

General Decision No. CO180023 The wage and fringe benefits listed below do not reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	TRUCK DRIVER:			
	Distributor			
1695	Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Routt, Summit	19.07	4.35	
1696	Rio Blanco	15.80	5.27	
	Dump Truck			
1697	Eagle	16.17	3.83	
1698	Garfield	16.29	3.83	
1699	Grand, Jackson, Lake, Moffat, Routt	17.79	4.02	
1700	Pitkin	20.13	4.15	
1701	Rio Blanco	17.26	4.63	
1702	Summit	15.27	5.27	
	Lowboy Truck			
1703	Eagle	18.89	4.56	
1704	Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt, Summit	18.43	4.56	
1705	Mechanic	17.79	3.51	
1706	Multi-Purpose Specialty & Hoisting Truck	14.60	3.49	
1707	Pickup and Pilot Car	14.04	3.49	
1708	Semi-Truck	20.72	0.00	
	Water Truck			
1709	Eagle	23.05	2.90	
1710	Garfield	21.00	5.88	
1711	Grand	21.19	3.01	
1712	Jackson, Lake, Moffatt, Pitkin, Routt, Summit	20.39	3.43	
1713	Rio Blanco	17.25	3.75	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

DATE: August 31, 2018

# U.S. DEPT. OF LABOR DAVIS BACON MINIMUM WAGES, COLORADO HIGHWAY CONSTRUCTION, GENERAL DECISION NUMBER - CO180023

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 (29 CFR 5.5(a)(1)(ii)).

.....

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

\_\_\_\_\_\_

#### 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.

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS (LOCAL AGENCY)

SSP Index SHO- M555-033 Project Code 22497

## **COLORADO** DEPARTMENT OF TRANSPORTATION **SPECIAL PROVISIONS**

Grand Junction Horizon Drive Crosswalks STANDARD SPECIAL PROVISIONS

	No.
Name	Date of Pages
Revision of Section 103 – Consideration of Proposals	(July 3, 2017) 1
Revision of Section 106 – Supplier List	(July 3, 2017) 1
Revision of Section 107 – Laws to be Observed	(October 12, 2017) 1
Revision of Sections 107 and 208 – Water Quality Control under One Acre of Disturbance	(November 2, 2017) 4
Revision of Section 108 – Liquidated Damages	(July 20, 2017) 1
Revision of Section 108 - Payment Schedule (Single Fiscal Year)	(July 3, 2017) 1
Revision of Section 108 – Subletting of Contract	(October 12, 2017) 1
Revision of Section 109 – Prompt Payment (Local Agency)	(July 3, 2017) 2
Revision of Section 250 – Environmental, Health and Safety Management	(July 3, 2017) 3
Revision of Section 614 – Accessible Pedestrian Signal	(July 3, 2017) 3
Revision of Section 625 – Construction Surveying	(July 3, 2017) 1
Revision of Section 703 - Classification for Aggregate Base Course	(October 12, 2017) 1
Affirmative Action Requirements – Equal Employment Opportunity	(July 3, 2017) 10
Disadvantaged Business Enterprise (DBE) Requirements (Local Agency)	(July 3, 2017) 9
Minimum Wages, Colorado,	(August 31, 2018) 7
U.S. Department of Labor General Decision Number CO180024	
Highway Construction for Larimer, Mesa, and Weld counties.	
Partnering Program	(July 3, 2017) 1
Required Contract Provisions – Federal-Aid Construction Contracts	(July 3, 2017) 14
Special Construction Requirements, Fire Protection Plan	(July 3, 2017) 2



## **Purchasing Division**

## Invitation for Bid

IFB-4558-18-DH
Grand Junction Horizon Drive Crosswalks

## **Responses Due:**

September 12, 2018 prior to 3:30pm

<u>Accepting Electronic Responses Only</u>

<u>Responses Only Submitted Through the Rocky Mountain E-Purchasing</u>

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 <u>MUST</u> contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

## **Purchasing Representative:**

Duane Hoff, 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 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

CDOT Form #606 - Anti-Collusion Affidavit

CDOT Form #1413 – Bidders List

**Project Special Provisions** 

**Standard Special Provisions** 

Appendix A Project Submittals

Appendix B CDOT Disadvantage Business Enterprise (DBE) Program Plan

• CDOT Forms: 1414, 1415, 1416

Appendix C Special Notice to Contractors

Appendix D CDOT Form #17 – Contractor DBE Payment Certification

CDOT Form #205 B – Sublet Permit Application

CDOT Form #605 – Contractors Performance Capability Statement

CDOT Form #621 – Assignment of Antitrust Claims

## 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 the Grand Junction Horizon Drive Crosswalks 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 B).

## **IFB Questions:**

Duane Hoff, Senior Buyer 970-244-1545 duaneh@gicity.org

- 1.2. Mandatory Pre-Bid Meeting: Prospective bidders are required to attend the mandatory pre-bid meeting on August 31, 2018 at 10:30am. Meeting location will be at City Hall in the City Council Auditorium, located at 250 N. 5<sup>th</sup> Street, Grand Junction, CO. This meeting also allows the Owner to know who is planning on submitting a bid for the project. 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, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. Submission: Each bid shall be submitted in electronic format only, and only through the Rockv 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.gicity.org/business-and-economic-development/bids/ 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)
- **1.5.** 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.
- **1.6. 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.

- 1.7. Exclusions: No oral, telephonic, emailed, or facsimile bid will be considered
- **1.8. 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, <a href="http://www.gjcity.org/business-and-economic-development/bids/">http://www.gjcity.org/business-and-economic-development/bids/</a>.
- 1.9. 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 <a href="www.gjcity.org">www.gjcity.org</a>. Electronic copies may be obtained on a CD format at the Department of Public Works and Planning at City Hall.
- **1.10. Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.11. 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;
- 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.

**1.12.** 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.

- 1.13. 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 <a href="http://www.gjcity.org/business-and-economic-development/bids/">http://www.gjcity.org/business-and-economic-development/bids/</a>. 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.
- **1.14. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- **1.15. 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.
- 1.16. 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.
- 1.17. 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.
- **1.18. 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.
- 1.19. Public Disclosure Record: If the bidder has knowledge of their employee(s) or subcontractors 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, 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: Contractor shall submit with their bid response 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. Offeors 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 Contact 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 I 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.

- Performance & Payment Bonds: Contractor shall furnish a Performance and a 2.23. 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 singed 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 Citv.
- 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: 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: 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 competed. 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;
- 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 Offeors: 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 for the Grand Junction Horizon Drive Crosswalk Project. All dimensions and scope of work should be verified by Contractors prior to submission of bids.
- 3.2. PROJECT DESCRIPTION: The Project generally consists of the installation of approximately 420 SY of Concrete Pavement, 141 Tons Aggregate Base Course, 3 street and 6 pedestrian lights, 3 rectangular rapid flashing beacon systems, striping and signage.

## 3.3. SPECIAL CONDITIONS & PROVISIONS:

3.3.1 Mandatory Pre-Bid Meetings: Prospective bidders are required to attend the mandatory pre-bid meeting on August 31, 2018 at 10:30am. Meeting location will be in the City Council Auditorium, located at City Hall, 250 N. 5<sup>th</sup> Street, Grand Junction, CO. This meeting also allows the Owner to know who is planning on submitting a bid for the project. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

#### 3.3.2 QUESTIONS REGUARDING SOLICIATION PROCESS/SCOPE OF WORK:

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

**3.3.2 Project Manager:** The Project Manager for the Project is Jerod Timothy, Project Manager, who can be reached at (970)244-1565. <u>During Construction</u>, 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

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

**3.3.5 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.

- 3.3.6 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.
- **3.3.7 Time of Completion:** The scheduled time of Completion for the Project is **82** 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.

3.3.8 Working Days and Hours: No work shall be done on Saturdays, Sundays or City Holidays without the written consent of the City. No work, other than preparation and clean-up, shall be done outside the hours between 8:00 a.m. and 4:30 p.m. without the written consent of the City. Requests for such work shall be made a minimum of forty-eight (48) hours prior to the day or days for which the request is being made. Emergency work may be done without prior consent provided the Contractor notifies the Project Engineer or Project Inspector prior to beginning the work.

- **3.3.9 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.
- **3.3.10 Permits:** The following permits are required for the Project and will be obtained by the City at no cost to the Contractor:

  None

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

- **3.3.11 City Furnished Materials:** The City will furnish the following materials for the Project:
  - AutoCAD drawings for survey stake-out.
- 3.3.12 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.
- 3.3.13 Project Sign: Project signs, if any, will be furnished and installed by the City.
- **3.3.14 Authorized Representatives of the City:** Those authorized to represent the City shall include Purchasing Agent, Engineers, and Inspectors employed by the City, only.
- 3.3.15 Stockpiling Materials and Equipment: When approved by the Project Engineer, the Contractor may stockpile and store materials and equipment within public right-of-way. The Contractor shall be responsible for obtaining written permission to use private property for storage of materials and equipment. Copies of the above-mentioned agreements shall be submitted to the Project Engineer prior to use of the property.
- **3.3.16 Clean-Up:** The Contractor shall clear the construction site of all trash and on-site waste daily, including scrap from construction materials. The costs for all clean-up work shall be considered incidental and will not be paid for separately.
- **3.3.17 Quality Control Testing:** Supplier shall perform quality control testing on concrete. The City will perform all other necessary QA/QC.
- **3.3.18 Uranium Mill Tailings:** It is anticipated that radioactive mill tailings will be encountered on this Project.
- **3.3.19 Fugitive Petroleum or Other Contamination:** It is anticipated that soil contamination from fugitive petroleum or other contaminants will not be encountered with the Project.

- **3.3.20 Excess Material:** All excess materials shall be disposed in accordance with General Contract Condition Section 50.
- 3.3.21 Construction Equipment Storage: The Contractor will not be allowed to store construction equipment and/or construction materials within the City roadway right-of-way.
- 3.3.22 Asphalt and Concrete Removal: During removal operations the Contractor shall saw cut at the interface at full depth of concrete or asphalt (6" minimum) as to not damage new asphalt overlay. Any damage to the existing asphalt shall be patched back by the contractor at no cost to the City. All patch work shall be at a minimum of 2' wide and 10' in length (4" Thick).
- **3.3.23** Schedule **of Submittals:** The Contractor at a minimum shall deliver these submittals at the pre-construction:
  - Construction schedule submitted at or prior to the pre-construction meeting and updated as necessary to reflect actual conditions
  - Hourly rate table for labor and equipment to be used on this project.
  - Provide Traffic Control Plan for all phases of work
  - Concrete Mix Designs
  - Aggregate Base Course (Class 6)
  - Conduit
  - RFFB, Ped and Street Light Appurtenances
- 3.3.24 Existing Utilities and Structures: The location of existing utilities and structures shown on the Plans are approximate. It is the responsibility of the Contractor to locate and protect all structures and utilities in accordance with General Contract Condition Section 37. The Contractor shall coordinate with the utility companies any necessary relocation of utilities and schedule his work accordingly. See Project Special Provisions.
- **3.3.25 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.
- 3.3.26 Street and Pedestrian Lights and RRFB's: Contractor shall immediately order the street and pedestrian lights and RRFB's once a fully executed Contract is signed between the City and the Contractor. The Sternberg Pedestrian Lights are estimated to take 12-14 weeks for delivery from when the order is placed and the RRFB's 4 6 weeks.
- **3.3.27 Schedule:** The Contractor shall reach substantial completion on or before Friday, November 2, 2018. Substantial completion shall include all concrete flatwork, signage and striping.
- 3.4. SCOPE OF WORK: See Specifications and Construction Plans.

### 3.5. Attachments:

Appendix A: Project Submittal Form Appendix B: Construction 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

#### 3.7. IFB TENTATIVE TIME SCHEDULE:

Invitation for Bids available Mandatory Pre-Bid Meeting

Inquiry deadline, no questions after this date

Addendum Posted

Submittal deadline for proposals (Bid Opening)

City Council Approval

Notice of Award & Contract execution

Bonding & Insurance Cert due

Preconstruction meeting

Work begins

**Final Completion** 

August 24, 2018

August 31, 2018

September 4, 2018

September 6, 2018

September 12, 2018

October 3, 2018

TBD TBD

October 10, 2018

October 15, 2018

82 Calendar Days from

Notice to Proceed

# 4. Contractor's Bid Form

Bid Date:		
Project: IFB-4558-18-DH "Grand Ju	unction Horizon Crosswalks"	
Bidding Company:		
Name of Authorized Agent:		
Email		
Telephone	Address	
City	State	Zip
Contract Conditions, Statement of Woof, and conditions affecting the propo all work for the Project in accordance	ork, Specifications, and any and all Ad sed work, hereby proposes to furnish the with Contract Documents, within the	g examined the Instruction to Bidders, General denda thereto, having investigated the location all labor, materials and supplies, and to perform a time set forth and at the prices stated below. red under the Contract Documents, of which this
connection to any person(s) providin	g an offer for the same work, and tha	offer is made in good faith without collusion or t it is made in pursuance of, and subject to, all ll other Solicitation Documents, all of which have
	tal of this offer will be taken by the Own	ce certificates within ten (10) working days of the ner as a binding covenant that the Contractor will
or technicalities and to reject any or a	all offers. It is further agreed that this	leemed most favorable, to waive any formalities offer may not be withdrawn for a period of sixty ed offers automatically establish a new thirty day
Prices in the bid proposal have not kr	nowingly been disclosed with another p	provider and will not be prior to award.
purpose of restricting competition. No attempt has been made nor will be	•	nsultation, communication or agreement for the ubmit a bid proposal for the purpose of restricting
is legally responsible for the offer with Direct purchases by the City of Grand The undersigned certifies that no Fed	n regard to supporting documentation a Junction are tax exempt from Colorado Ieral, State, County or Municipal tax wi	e offeror, authorized to represent the offeror and and prices provided. o Sales or Use Tax. Tax exempt No. 98-903544. Il be added to the above quoted prices.
City of Grand Junction payment terms Prompt payment discount of days after the receipt of	percent of the net dollar will be of	fered to the Owner if the invoice is paid within
RECEIPT OF ADDENDA: the undersand other Contract Documents.	signed Contractor acknowledges recei	pt of Addenda to the Solicitation, Specifications,
State number of Addenda re	ceived:	
	ensure all Addenda have been receive gree to comply with all terms and cond	
Company:		
Authorized Signature:		
Title:		

## **Bid Schedule: Grand Junction Horizon Drive Crosswalks** Contractor:

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Pric	—— :e	Total Price
	204 00000			1.0	r.		
1	201-00000	Clearing and Grubbing	1.	LS	\$	\$	
2	202-00220	Removal of Asphalt Mat	253.	SY	\$	\$	-
3	202-00200	Removal of Sidewalk	81.	SY	\$	\$	
4	202-00203	Removal of Curb and Gutter	64.	LF	\$	\$	
5	202-00026	Removal of Slope and Ditch Paving	36.	SY	\$		
6	202-00195	Removal of Median Cover	56.	SY	\$	\$	
7	202-05004	Sawing Concrete (4 Inch)	24.	LF	\$	\$	
8	202-05008	Sawing Concrete (8 Inch)	<b>56</b> .	LF	\$	\$	
9	203-01597	Potholing	24.	HR	\$	\$	
10	207-00205	Topsoil	2.	CY	\$	\$	
11	208-00045	Concrete Washout Structure	1.	EA	\$	\$	
12	208-00054	Storm Drain Inlet Protection (Type II)	6.	EA	\$	\$	
13	208-00103	Removal and Disposal of Sediment (Labor)	10.	HOUR			
14	208-00207	Erosion Control Management	15.	DAY	\$	\$	
15	212-00050	Sod	71.	SF			
16	213-00065	Inorganic Mulch (3/4" Washed Rock)	1.	CY	\$	\$	
17	213-00065	Inorganic Mulch (River Cobble)	1.	CY	\$	\$	
18	213-00065	Inorganic Mulch (1 1/2" Tan Granite)	1.	CY	\$	\$	
19	304-06000	Aggregate Base Course (Class 6)	141.	TON	\$	\$	
20	412-00600	Concrete Pavement (6 Inch)	50.	SY	\$	\$	
21	601-03050	Concrete Class D (Wall)	12.	CY	\$	\$	
22	602-00000	Reinforcing Steel	600.	LB	\$	\$	
23	608-00000	Concrete Sidewalk	71.	SY	\$	\$	
24	608-00010	Concrete Curb Ramp Type 3B	133.	SY	\$	\$	
25	608-00010	Concrete Curb Ramp Type 1B	4.	SY	•	Φ.	
26	608-00015	Detectable Warnings	<del>4</del> . 144.	SF	\$ \$	\$	
27	609-20010	Curb Type 2 (Section B)	18.	LF	\$	\$	
28	609-21010	Curb and Gutter Type 2 (Section I-B)	274.	LF	\$	\$	
29	610-00024	Median Cover Material (Concrete) (Davis Color No. 5084 (3 LB) Spanish	<b>65</b> 0.	SF	\$	\$	
30	610-00100	Median Edging (Concrete) (Davis Color No. 5084 (3 LB) Spanish Gold)	226.	LF	\$	\$	
31	613-01200	2 Inch Electrical Conduit (Plastic)	261.	LF	\$	\$	
32	613-07001	Type One Pull Box	22.	EA	\$	\$	
33	613-10000	Wiring	1.	LS	\$	\$	
34	613-30005	Light Standard and Luminaire (Pedestrian)	6.	EA	\$	\$	
35	613-34303	Light Standard Metal (30 Foot) (Special) (2 Arm)	3.	EA	\$	\$	
36	613-40010	Light Standard Foundation	9.	EA	\$	\$	
37	613-50106	Lighting Control Center	1.	EA	\$		
38	614-80003	Rectangular Rapid Flashing Beacon System	3.	EA	\$	\$	
39	614-00011	Sign Panel (Class I)	234.	SF	\$	\$	
40	614-00200	Steel Sign Post (U-2)	6.	EA	\$	\$	
41	620-00020	Sanitary Facility	Lump			\$	
42	625-00000	Construction Surveying	Lump			· · · · · · · · · · · · · · · · · · ·	
43	626-00000	Mobilization	Lump				
44	626-01103	Public Information Services (Tier III)	Lump		 m	\$	
45	627-30410	Preformed Thermoplastic Pavement Marking (Xwalk-Stop Line) BF-2 (1)	708. l of 2)	SF	\$	<b>\$</b>	

# Bid Schedule: Grand Junction Horizon Drive Crosswalks Contractor:

Item	CDOT, City						
No.	Ref.	Description	Quantity	Units	Unit F	<sup>2</sup> rice	Total Price
46	630-00000	Flagging	100.	HR	\$	\$	
47	630-00007	Traffic Control Inspection	20.	DAYS	\$	\$	
48	630-00012	Traffic Control Management	20.	DAYS	\$	\$	
49	630-80341	Construction Traffic Sign (Panel Size A)	16.	EA	\$	_ \$	
50	630-80342	Construction Traffic Sign (Panel Size B)	26.	EA	\$	_ \$	
51	630-80344	Construction Sign Panel (Special)	21.	SF	\$	\$	
52	630-80358	Advance Warning Flashing or	2.	EA	\$	\$	
		Sequencing Arrow Panel (Type C)					
53	630-80359	Portable Message Sign Panel	20.	DAYS	\$	\$	
54	630-80360	Drum Channelizing Device	40.	EA	\$	\$	
55	630-80363	Drum Channelizing Device (With Light)	60.	EA	\$	\$	
		(Flashing)					
MCR		Minor Contract Revisions				\$	10,000.00
			Bid Ar	nount:		\$	
						<b>*</b>	
ı	Bid Amoun	<b>.4</b> -					
ļ	biu Amoun	IL.					
						dollar	S

The undersigned Bidder proposes to subcontract the following p	portion	of Work:
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Name & address of	Description of work	% of
Sub-Contractor	to be performed	Contract
		<u> </u>
		<u> </u>

The undersigned Bidder acknowledges the right of the City to reject any and all Bids submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

# COLORADO DEPARTMENT OF TRANSPORTATION ANTI-COLLUSION AFFIDAVIT

PROJECT NO.			
LOCATION			

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

#### I further attest that:

- 1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
- 4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
- 5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
- 6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
- 7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
- I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor's firm or company name	Ву	Date
	Title	
2nd contractor's firm or company name. (If joint venture.)	Ву	Date
	Title	
Sworn to before me this day of,	20	
Notary Public		
My commission expires		
NOTE: This document must be signed in ink.		

COLORADO DEPARTMENT OF TRANSPORTATION						
BIDDERS LIST	Droloot Codo	Proposal Date		Contractor		Region
Project Name and Number	Project Code	Proposal Date		Collidacio		rvegion
Subcontractors/Suppliers/Vendors: The Colorado Department of Transportation (Gubmit this form may result in the propose	CDOT) to determine	II firms seeking to overall goals for	participate on he Disadvanta	the contract. This info aged Business Enterpri	rmation is used se Program. Fa	by the ilure to
Firm Name		Email		Work Proposed (Select all that apply	DBE (Y/N)	Selected (Y/N)
······································						
· · · · · · · · · · · · · · · · · · ·				* A.A. AMMARA 44		
I certify that the information provided	herein is true and	correct to the be	t of my know	rledge.		
Name	Signature/li	nitials	1	itle		Date
Work Proposed Categories:  1. Materials and Supplies 2. Flagging and Traffic Control 3. Trucking and Hauling 4. Precast Concrete, Foundations, and Footings 5. Concrete Paving, Flatwork and Repair 6. Lighting and Electrical 7. Signs, Signal Installation, and Guardrai 8. Fencing 9. Buildings and Vertical Structures 10. Utility, Water and Sewer Lines	11. Structural 12. Riprep en 13. Landscap 14. Bridge en 15. Asphelt P 16. Roed en 17. Chip See Creck Fill 18. Bridge Pe 19. Steinvay	Steel and Steel Rei d Anchored Retaini e and Erosion Conti d Bridge Deck Cons aving l Parking Lot Marking I, Crack Seal, Joint S	nforcement ng Walls of truction Seal and	21. Clearing, Demolition Earthwork 22. Engineering and Sur 23. Public Relations and 24. Piles and Deep Four 25. Waste Management 26. Site Clean Up 27. Mechanical and HV/ 28. Tunnel Construction 29. Profiling and Grindin 30. Environmental Healt	veying Services I Involvement Indetions I and Recycling AC	
This form must be submitted by the propo	sal deadline. For CD	OT projects, subm	it to cdot_hq_d	beforms@state.co.us.		

# **PROJECT SPECIAL PROVISIONS**

Federal Aid Project No.: SHO M555-033 July 31, 2018

Project Code: 22497

## COLORADO DEPARTMENT OF TRANSPORTATION SPECIAL PROVISIONS

Grand Junction Horizon Drive Crosswalks Project

The 2017 Standard Specifications for Road and Bridge Construction controls construction of this project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans.

## PROJECT SPECIAL PROVISIONS

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Federal Aid Project No.: SHO M555-033 July 31, 2018

Project Code: 22497

#### NOTICE TO BIDDERS

The proposal guaranty shall be a certified check, cashier's check, or bid bond in the amount of 5 percent of the Contractor's total bid.

Pursuant to subsections 102.04 and 102.05, it is recommended that bidders on this project review the work site and plan details with an authorized City representative. Prospective bidders shall contact one of the following listed authorized City representatives at least 12 hours in advance of the time they wish to go over the project.

City Public Works Director -

Trent Prall

Office Phone: 970-256-4047 Email: trentonp@gicity.org

Project Manager -

Jerod Timothy

Office Phone: 970-244-1565 Cell Phone: 970-216-7482 Email: jerodt@gjcity.org

City Buyer -

Duane Hoff

Office Phone: 970-244-1545 Email: duaneh@gicity.org

The above referenced individuals are the only representatives of the City with authority to provide any information, clarification, or interpretation regarding the plans, specifications, and any other contract documents or requirements.

A mandatory pre bid conference will be held on <u>Thursday</u>, <u>August 16, 2018 beginning at 10:30 am</u> in the City Hall Auditorium at City Hall. Bids will be accepted only from pre-qualified bidders who attend the mandatory pre-bid conference.

Questions received from bidders along with City's responses will be posted on Rocky Mountain Bid Net and the City of Grand Junction's website in the Bids section and will be listed as Addenda. Below is the link to the website: <a href="http://www.gicity.org/bids.aspx">http://www.gicity.org/bids.aspx</a>

If the bidder has a question or requests clarification that involves the bidder's innovative or proprietary means and methods, phasing, scheduling, or other aspects of construction of the project, the Project Engineer will address the question or clarification. The Project Engineer will keep the bidder's innovation confidential and will not share this information with other bidders.

The Project Engineer will determine whether questions are innovative or proprietary in nature. If the Project Engineer determines that a question does not warrant confidentiality, the bidder may withdraw the question. If the bidder withdraws the question, the Project Engineer will not answer the question and the question will not be documented in an Addendum on the City's web site. If the bidder does not withdraw the question, the question will be answered, and both the question and the City's answer will be posted on the web site within an Addendum. If the Project Engineer agrees that a question warrants confidentiality, the Project Engineer will answer the question, and keep both question and answer confidential. The City will keep a record of both question and answer in their confidential file.

July 31, 2018

Federal Aid Project No.: SHO M555-033

Project Code: 22497

All comments and questions shall be directed to the Project Engineer and the City Buyer listed above prior to 5:00 P.M. on Wednesday, August 22, 2018. Final questions and answers will be posted no later than Tuesday morning of bid opening week.

Questions and answers shall be used for reference only and shall not be considered part of the Contract.

July 31, 2018

Federal Aid Project No.: SHO M555-033

Project Code: 22497

### COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall complete all work within 33 calendar days in accordance with the "Notice to Proceed."

Completion is achieved when site clean-up and all punch list items (resulting from the final inspection) have been completed. Final Completion shall be the date upon which the Work, in the City's opinion and based upon its inspection, is acceptable and fully performed in accordance with the Contract Documents, and all other requirements or conditions to the City's advertisement of the Project for final payment have been fulfilled. Final Completion shall be evidenced by the City's issuance of a Letter of Final Acceptance.

The anticipated schedule for the Project is as follows:

Invitation for Bids available Mandatory Pre-Bid Meeting

Inquiry deadline, no questions after this date

Addendum Posted

Submittal deadline for proposals (Bid Opening)

City Council Approval

Notice of Award & Contract execution

Bonding & Insurance Cert due

Preconstruction meeting

Work begins

**Substantial Completion** 

**Final Completion** 

August 10, 2018

August 16, 2018

August 22, 2018

August 24, 2018

August 29, 2018

September 19, 2018

TBD

TBD

September 24, 2018

October 8, 2018

November 2, 2018

82 Calendar Days from Notice to

Proceed

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

Subsection 108.03 shall include the following:

Salient features for this project are:

- (1) Clearing and Grubbing
- (2) Preliminary BMP's installation
- (3) Concrete work
- (4) Pedestrian/Street light installation
- (5) Inorganic mulch installation
- (6) Striping and Signage

Federal Aid Project No.: TAP M555-033 July 31, 2018

Project Code: 22497

### Disadvantaged Business Enterprise (DBE) Contract Goal

This is a federally-assisted construction project. As described in the CDOT DBE Standard Special Provision, the Bidder shall make good faith efforts to meet the following contract goal:

6 Percent DBE participation.

Federal Aid Project No.: SHO M555-033

Project Code: 22497

### ON THE JOB TRAINING CONTRACT GOAL

The Department has determined that On the Job Training shall be provided to trainees with the goal of developing full journey workers in the types of trade or classification involved. The contract goal for On the Job Trainees working in an approved training plan in this Contract has been established as follows:

Minimum number of total On the Job Training required 0 hours

July 31, 2018

Federal Aid Project No.: TAP M555-033

Project Code: 22497

### REVISION OF SECTION 202 REMOVAL OF ASPHALT MAT

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

Subsection 202.01 shall include the following:

This work includes removal and disposal of existing asphalt mat within the project limits as shown on the plans or at locations directed by the Engineer.

In subsection 202.02 shall include the following:

The existing asphalt mat shall be saw cut neat at full depth (+/-8" Thick) and removed in a manner as to not damage new asphalt overlay. Any damage to the existing asphalt shall be patched back at the expense of the contractor. The removed mat shall become the property of the Contractor and shall be disposed of outside the project site.

Project Code: 22497

### REVISION OF SECTION 213 MULCHING

Section 213 of the Standard Specifications is hereby revised for this project as follows:

Subsection 213.02 shall include the following:

Inorganic Mulch for landscape mulch shall be 1-1/2 inch tan granite rock, River Cobble or washed rock as is naturally available in the region. Rock mulch shall be free of trash, sticks or roots. Submit sample to the Project Engineer for approval at least 10 days prior to placing on project.

Subsection 213.03 shall include the following:

(g) Inorganic Mulch (Decorative). A 4-inch thick layer of aggregate shall be uniformly applied to all landscape beds as shown on the plans or as directed.

Subsection 213.04 shall include the following:

The quantity of inorganic mulch will not be measured but shall be the quantity designated in the contract, except that measurements will be made for revisions requested by the Engineer, or for discrepancies of plus or minus five percent of the total quantity designated in the Contract.

Subsection 213.05 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Inorganic Mulch (3/4" Washed Rock)	Cubic Yard
Inorganic Mulch (River Cobble )	Cubic Yard
Inorganic Mulch (1 1/2" Tan Granite)	Cubic Yard

Project Code: 22497

### REVISION OF SECTION 304 AGGREGATE BASE COURSE

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

Subsection 304.02 shall include the following:

Materials for the base course shall be Aggregate Base Course (Class 6) as shown in subsection 703.03.

The aggregate base course (Class 6) must meet the gradation requirements and have a resistance value of at least 78 respectively when tested by the Hveem Stabilometer method.

Subsection 304.08 shall include the following:

The accepted quantities of aggregate base course, of the class specified, will be paid for at the contract price bid per ton as shown in the bid schedule.

The contract unit price for aggregate base course, of the class specified, shall include hauling and disposal of any unsuitable structure excavated material.

July 31, 2018

Federal Aid Project No.: SHO M555-033

Project Code: 22497

### 1 REVISION OF SECTION 608 DETECTABLE WARNINGS

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

Subsection 608.01 shall include the following:

This work includes the installation of detectable warnings on concrete curb ramps as shown on the plans.

Subsection 608.02 shall include the following:

Detectable warnings on curb ramps shall be truncated domes of the dimensions shown on the plans. Domes shall be prefabricated by the manufacturer as a pattern on embeddable surface plates, concrete pavers, or masonry pavers.

Plates and pavers shall meet all Americans with Disabilities Act (ADA) requirements for truncated domes, and when installed, shall be capable of producing the pattern of domes shown on the plans.

Pavers shall meet the requirements of ASTM C 902 or ASTM C 936.

Plates used shall be one of the products approved for use as detectable warnings listed on CDOT's Approved Products List.

The domes and their underlying surface shall have a discernible contrast of color from the adjacent surface. The contrasting colors shall not be black and white.

The paver contrast shall be achieved by adding pigment during the fabrication of the paver. Prior to the start of work, the Contractor shall submit appropriate documentation from the manufacturer verifying that the contrast has been met, along with a sample paver, to the Engineer for approval.

When plates are used, prior to the start of work, the Contractor shall submit appropriate documentation from the manufacturer verifying that the contrast has been met, along with a sample plate, to the Engineer for approval.

Bedding and joint sand for pavers shall be free of deleterious or foreign matter. The sand shall be natural or manufactured from crushed rock. Limestone screenings or stone dust shall not be used. Sand for bedding material shall conform to ASTM C 33. Sand that is to be placed between joints shall conform to ASTM C 144.

Subsection 608.03 shall include the following:

- (g) Detectable Warnings for curbs ramps.
  - 1. Pavers. Pre-fabricated pavers for detectable warnings shall be brought to the site in steel banded, plastic banded or plastic wrapped cubes capable of being transported by a fork lift or clamp lift. Pavers shall be carefully removed and stacked in a manner which results in the least amount of damage. All pavers that are damaged during transport or delivery will be rejected and shall be replaced at the Contractor's expense. Minor cracks or chipping due to transport and handling that do not interfere with the structural integrity of the paver or the overall pattern of truncated domes will not be deemed as grounds for rejection.

### 2 REVISION OF SECTION 608 DETECTABLE WARNINGS

The Contractor shall spread the bedding sand evenly in the area shown on the plans and shall screed the sand to an appropriate embedment depth as shown on the plans or as directed by the Engineer. Sufficient sand shall be placed to stay ahead of laid pavers

Pavers shall be placed in a running bond pattern. Pavers shall be installed such that the base of the truncated dome is at the same elevation as the adjoining surface, allowing for a smooth transition between the curb ramp and the detectable warning.

When cut pavers are required to fill gaps between the pavers and the edge of concrete, the Contractor shall bevel portions of the truncated domes at a 45-degree angle to create a smooth transition between the partial dome and the curb ramp surface. Unless otherwise directed by the Engineer, pavers shall be cut and installed in such a manner that the domes on the cut sections will not significantly impact the overall pattern of the truncated domes.

The Contractor shall use a plate vibrator to embed the pavers into the sand. The size and type of plate vibrator shall be in accordance with manufacturer's recommendations, or as directed by the Engineer. All pavers that are damaged during embedment shall be replaced at the Contractor's expense.

Joint spacing between paver units shall be in accordance with the manufacturer's recommendations, or as approved by the Engineer. Joints shall be filled completely with joint sand. Excess sand shall be removed by sweeping.

2. Plates. Prior to installation of the plates, concrete conforming to subsection 608.02 shall be installed and consolidated as a base for the plates. The concrete shall be placed to a thickness that will allow the base surface of the plates to be at the same elevation as the adjacent concrete. The plates shall be embedded into the plastic concrete in accordance with the manufacturer's specifications.

Subsection 608.05 shall include the following:

Detectable warnings on curb ramps, including sand, pavers, plates, and all other work and materials necessary for fabrication, transport, and installation will not be measured and paid for separately, but shall be included in the work.

August 1, 2018

Federal Aid Project No.: SHO M555-033

Project Code: 22497

1

### REVISION OF SECTION 614 RECTANGULAR RAPID FLASHING BEACON ASSEMBLY

Section 614 of the Standard Specifications is hereby revised for this project as follows:

Subsection 614.01 shall include the following:

This work includes the installation of rectangular rapid flashing beacon system as shown on the plans.

Subsection 614.02 shall include the following:

# Purchase Specification for a AC-Powered Cabinet-Based Rectangular Rapid Flashing Beacon (RRFB)

### 1.0 Overview

Each RRFB shall be cabinet-based and use AC power. The industry-standard cabinet will house the AC/DC power supply, circuit breaker, charge controller, flash controller, on-board user interface, and wireless communications. Each RRFB shall include from one to four lightbars. The RRFB shall conform to all provisions of the MUTCD, Interim Approval IA-11 including flash pattern. The RRFB shall be pre-wired to the maximum extent possible. The manufacturer shall also offer solar versions of the RRFB that are fully compatible.

### 2.0 Mechanical Specifications

The cabinet shall be constructed from aluminum. No other external control cabinet shall be required.

The cabinet dimensions shall not exceed 20" (50.8cdm) in height, 11" (28cm) in width, and 7" (17.8cm) in depth.

The overall weight of the cabinet assembly (including AC/DC power supply, circuit breaker, and EMS control board but not including lightbars, pushbuttons, or talking pushbutton system) shall not exceed 25 lbs. (11.4 kg).

The cabinet shall have a tamper-proof lockable latch.

The cabinet shall be vented to provide cooling of the interior and electronics. The vents shall be screened to prevent ingress by insects and debris.

The lightbars shall be current-driven LED strings without active electronics. The LEDs shall be driven by pulsewidth modulated fixed current.

The lightbar housing shall be constructed from aluminum and shall have the approximate dimensions: 24" L x 1.5" D x 4.5" H (61.0 cm L x 3.8 cm D x 11.4 cm H).

Each lightbar shall conform to all provisions of the MUTCD and FHWA requirements.

Each of the two modules in a lightbar shall have 8 LEDs and shall be purpose-built by the manufacturer of the RRFB including the optics. The optics shall be premium, UV-resistant polycarbonate.

Each end of a lightbar shall include a side-emitting pedestrian confirmation light composed of a single LED. Users shall have the option of using both confirmation lights for median applications, or covering one confirmation light with an included sticker for side-of-road applications.

The lightbar shall be mounted to the post or pole using a separate bracket assembly to facilitate mounting two lightbars back-to-back (bi-directional) and to allow the lightbar(s) to rotate horizontally for aiming.

The lightbar bracket shall be constructed from galvanized or stainless steel and shall have both banding and bolting mounting options and shall be able to be mounted to all specified pole types.

The lightbar assembly shall open for access to the wiring connections for the LED modules. LED modules shall be rated to NEMA 3R.

Lightbar wiring harnesses shall be included.

Fasteners shall be stainless steel.

### 3.0 Mounting

Mounting adapter hardware for the RRFB cabinet shall be available for 4"-4.5" round poles or square posts. Mounting shall offer strapping as standard with an option for Z-bar and U-bolts.

Mounting shall not require specialized tools.

### 4.0 Configuration

The RRFB cabinet shall house an auto-scrolling LED on-board user interface that provides on-site configuration adjustment, system status and fault notification.

The user interface shall provide a display of four (4) alphanumeric characters and three (3) control buttons to navigate and change settings, and activate functions.

When editing the configuration, the user interface will flash the display indicating it is ready to accept editing, and will flash the display rapidly 3 times to indicate the setting change has been accepted.

The flash duration shall be adjustable in-the-field from 5 to 60 seconds in one second increments, 60 to 1,200 seconds in 60-second steps, and 3,600 seconds. Default flash duration shall be 20 seconds.

The system shall provide configurable nighttime intensity settings.

The system shall be capable of enabling or disabling ambient brightness auto-adjustment. This feature allows the system to provide optimal output brightness in relation to ambient light levels.

The User Interface shall provide viewing and/or programming access for the following:

- Activation Duration
- Flash Pattern
- Radio Channel (Choice of 1 to 14)
- Radio Status
- Night Intensity Setting
- Adjustment for Ambient Daytime Brightness
- Self-Test / BIST (Built-In Self-Test)
- Number of circular beacons attached
- LED Beacon Error (Open or Shorted)
- Battery Status General description and actual battery voltage
- Day or Night Status
- Solar Panel Voltage

- Automatic Light Control. If this safety feature is enabled, it allows the Circular Beacon System to temporarily reduce the intensity of the beacons to maintain energy equilibrium.
- Daily activations averaged over 90 days
- Pushbutton detection
- Firmware Version number

Activation duration, Night intensity setting and adjustment for ambient daytime brightness shall be automatically broadcast to all RRFBs in the system when changed in one RRFB.

### 5.0AC/DC Power Supply

The RRFB shall include an AC/DC power supply that accepts conventional AC power input and outputs 15 volts DC. It shall be rated for at least 50 watts. AC wiring input shall terminate on a DIN-rail circuit breaker rated for 4 amps

### 6.0 Operational Specifications

The RRFB shall meet the minimum photometric specifications of the Society of Automotive Engineers (SAE) standard J595 Class I dated January 2005. A photometric report by a certified third-party testing laboratory shall be provided to demonstrate compliance with J595.

The color of the yellow lightbar indications shall meet the specifications of SAE standard J578 (Color Specification) dated December 2006.

The system shall use a dedicated light sensor to detect night and day states and apply any optionally-enabled intensity adjustments.

The system shall operate normally within the temperature range of -40 to +161°F (-40 to +72°C)

### 7.0 Radio System

The radio system shall operate at 2.4GHz

Upon detection of a pushbutton press, an RRFB will broadcast an activation to all other nearby RRFBs sharing the same channel.

The RRFB shall have the capability to activate other RRFBs by wireless communications within 500 feet (152 meters).

The RRFB shall have a minimum of 14 unique channels that can be configured on-site to avoid inadvertent activation of nearby systems.

The antenna shall be a low-profile "button" shape that cannot be bent or broken by vandals

### 8.0 Activations

The system shall be capable of activation by pushbutton and passive microwave detection.

The pedestrian push buttons that shall have an LED indicator with audible tone with Piezo control and shall be ADA compliant and MUTCD-2009 4E compliant for momentary operation. The RRFB shall be capable of operating with either 1 or 2 pushbuttons.

The RRFB shall be available with:

- Polara XAVCU2 talking pushbutton control system and the XAV2E audible pushbutton
- Campbell Guardian Talking Pushbutton
- MS Sedco Smartwalk

Custom voice chips shall be available for the XAV2E talking pushbutton.

All RRFBs in the system shall initiate activation simultaneously within 150ms of activation.

If an additional activation occurs while the system is activated, the flash duration shall reset. For example, with the flash duration set to 20 seconds, if an additional activation occurs after the RRFB has been activated for 15 seconds the RRFB will continue for an additional 20 seconds, or 35 seconds in total.

If the RRFB has ceased operation, any subsequent activation shall activate the RRFB without delay regardless of how recently the RRFB ceased operation.

Pushbutton wiring harnesses shall be included.

### 9.0 Environmental Testing

The RRFB cabinet and lightbars shall be rated to a minimum of NEMA 3R.

### 10.0 Packaging

Packaging shall consist of only recyclable corrugated cardboard and soft plastic bags.

### 11.0 Qualifications

The RRFB shall be FCC certified to comply with all 47 CFR FCC Part 15 Subpart B Emission requirements.

The RRFB shall be manufactured in the USA and shall be Buy American compliant.

Manufacturer shall provide a 5-Year Limited Warranty.

The Manufacturer shall be ISO 9001 certified.

Subsection 614.13 shall include the following:

Rectangular Rapid Flashing Beacon Systems will be measured by the number of systems installed and shall include three 15' aluminum pedestal poles (pole, base collar, cap and anchor bolts), four SC315-AC controller enclosure (NON APS Buttons), four RRFB light bar's, four RRFB light bar wiring harnesses, four PED button stations (NON APS), four PED button wiring harnesses, and two Remote Push Button Activation Station Assemblies. Each system shall also include mounting brackets required for the installation of signs and RRFB's to existing street light poles and any other appurtenances necessary for the completion of work.

Subsection 614.14 shall include the following:

Pay Item	Pay Unit
Rectangular Rapid Flashing Beacon System	EA

July 31, 2018

Federal Aid Project No.: SHO M555-033

Project Code: 22497

### FORCE ACCOUNT ITEMS

### DESCRIPTION

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

### BASIS OF PAYMENT

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

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

	Estimated	
Force Account Item	Quantity	<u>Amount</u>
	T. 4	<b>#</b> 0.000.00
F/A Minor Contract Revisions	F.A.	\$8,000.00
F/A Sprinklers	F.A.	\$1,000.00
F/A Partnering	F.A.	\$1,000.00

F/A Minor Contract Revisions – This work consists of minor work authorized and approved by the Engineer, which is not included in the Contract plans or specifications and is necessary to accomplish the scope of work of this Contract. This F/A item shall be included in the bonds.

F/A Sprinklers – This force account will be used to reimburse the Contractor labor and supplies used to repair and relocate private irrigation systems.

### STANDARD SPECIAL PROVISIONS

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS (LOCAL AGENCY)

SSP Index SHO- M555-033 Project Code 22497

# COLORADO DEPARTMENT OF TRANSPORTATION SPECIAL PROVISIONS Grand Junction Horizon Drive Crosswalks STANDARD SPECIAL PROVISIONS

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### REVISION OF SECTION 103 CONSIDERATION OF PROPOSALS

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

Delete subsection 103.01 and replace with the following:

**103.01 Consideration of Proposals.** After the proposals (bids) are opened and read, they will be evaluated and the Contract awarded or rejected in accordance with the "Rules" referenced in subsection 102.01

The low responsible bidder shall submit a completed CONTRACTORS PERFORMANCE CAPABILITY STATEMENT, Form 605, and a completed ASSIGNMENT OF ANTITRUST CLAIMS, Form 621 to the Award Officer prior to 4:30 P.M. on the fifth calendar day after the bid opening.

In order to be eligible for contracting with CDOT, the apparent low responsible bidder shall register with the B2GNow software system on or before the fifth calendar day after the bid opening and shall update the registration on an annual basis.

Failure to submit the Forms 605 and 621 and to register with the B2G Now software system may result in the denial of award to the apparent low responsible bidder and forfeiture of the proposal guaranty.

### REVISION OF SECTION 106 SUPPLIER LIST

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

In subsection 106.01 delete the fourth and 5th paragraphs and replace with the following:

All companies that will provide \$10,000 or more in supplies or materials on any CDOT project must be registered in the B2GNow software system and shall update the registration on an annual basis.

Prior to beginning any work on the project, the Contractor shall submit to the Engineer a completed Form 1425, Supplier List documenting all companies providing \$10,000 or more of supplies or materials directly to the Contractor for the project. This list shall not include companies also responsible for the installation of the supplies or materials. During the performance of the project, the Contractor shall submit an updated Form 1425 if one or more of these companies change.

The Contractor shall require each subcontractor to submit a Form 1425 listing all companies providing \$10,000 or more of supplies or materials to the subcontractor. The Contractor shall submit the subcontractor's Form 1425 with Form 205.

Failure to comply with the requirements of this subsection shall be grounds for withholding of progress payments.

### REVISION OF SECTION 107 LAWS TO BE OBSERVED

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

Subsection 107.01 shall include the following after the first paragraph:

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

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

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

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

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

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

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

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

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

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

In subsection 208.03, delete the first and second paragraphs.

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

(b) Erosion and Sediment Control Activities. The erosion and sediment control activities shall be included in the weekly meeting update. The project schedule shall specifically indicate the sequence of clearing and grubbing, earthwork operations, and construction of temporary and permanent erosion control features and stabilization. The project schedule shall include erosion and sediment control work for haul roads, borrow pits, storage and asphalt or concrete batch sites, and all areas within the project limits. If during construction the Contractor proposes changes which would affect the Contract's BMPs, the Contractor shall propose revised BMPs to the Engineer for approval in writing.

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

- (c) SWMP Administrator. The Contractor shall assign to the project an individual to serve in the capacity of SWMP Administrator. These duties may be assumed by the Superintendent. The SWMP Administrator shall have working knowledge and experience in construction and have satisfactorily completed the Transportation Erosion Control Supervisor Certification (TECS) training provided by the Department. Proof that this requirement has been met shall be submitted to the Engineer prior to start of work. The SWMP Administrator shall:
  - (1) Ensure the Method Statement for Containing Pollutant Byproducts is implemented.
  - (2) Review the construction site for compliance with CDOT specifications and the SWMP.
  - (3) Follow all stormwater requirements and inspections for other applicable State and local agencies unless a waiver or other agreement has been made.
  - (4) Immediately report to the Contractor and Engineer the following instances of noncompliance:
    - (i) Noncompliance which may endanger health or the environment.
    - (ii) Spills or discharge of hazardous substance or oil which may cause pollution of waters of the State.
    - (iii) Discharge of stormwater which may cause an exceedance of a water quality standard.

(iv) Discharge of pollutants that have occurred on site.

November 2, 2017

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

- (d) Documentation Available on the Project. The SWMP Administrator shall provide the following Contract documents and references. They shall be made available for reference in one location on the project during construction. The documents shall be kept in a single notebook:
  - (1) SWMP Plan Sheets Notes, tabulation, sequence of major activities, area of disturbance, existing soil data, existing vegetation percent cover, potential pollutant sources, receiving water, non-stormwater discharges, and environmental impacts.
  - (2) SWMP Site Maps (if included in the original Contract) Construction site boundaries ground surface disturbance, limits of cut and fill, flow arrows, structural BMPs, non-structural BMPs, springs, streams, wetlands, and surface water. Also included on the map are the protection of trees, shrubs, and cultural resources.
  - (3) BMP Details not in Standard Plans M-208-1, M-216-1 and M-615-1.
  - (4) Spill Response Plan Reports of reportable spills submitted to CDPHE.
  - (5) List and Evaluation of Potential Pollutants List of potential pollutants as described in subsection 107.25 and approved Method Statement for Containing Pollutant Byproducts.
  - (6) All Project Environmental Permits-All Project environmental permits and associated applications and certifications, including, Senate Bill 40, USACE 404, dewatering and all other permits applicable to the project, including any separate CDPS-SCP obtained by the Contractor for staging area on private property, asphalt or concrete plant, etc.
  - (7) Form 105 and all other correspondence related to water quality which are issued by the Engineer for Contractor's lack of compliance.

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

- (e) Weekly Meetings. The Contractor shall conduct weekly meetings with the Engineer to discuss the following:
  - (1) Requirements of the SWMP.
  - (2) Problems that may have arisen in implementing the site specific SWMP or maintaining BMPs.
  - (3) Unresolved issues from inspections and concerns from last inspection
  - (4) BMPS that are to be installed, removed, modified, or maintained.
  - (5) Planned activities that will affect stormwater in order to proactively phase BMPs.
  - (6) Recalcitrant inspection findings.

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

New inlets and culverts shall be protected during their construction. Appropriate protection of each culvert and inlet shall be installed immediately after installation of the culvert or inlet. When riprap is called for at the outlet of

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

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

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

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

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

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

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

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

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

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

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

- (1) Failure of the Contractor to implement necessary actions required by the Engineer as required by subsection 208.03(b) and (c)
- (2) Failure to construct or implement erosion control or spill containment measures required by the Contract, or failure to construct or implement them in accordance with the Contractor's schedule.
- (3) Failure to stabilize disturbed areas as required by subsections 208.04(e) and 208.08.
- (4) Failure to replace or perform maintenance on an erosion control feature after notice from the Engineer to replace or perform maintenance as required by subsection 208.04(f).
- (5) Failure to remove and dispose of sediment from BMPs as required.
- (6) Failure to install and properly utilize a concrete washout structure for containing washout from concrete placement operations.
- (7) Failure to perform permanent stabilization as required by subsection 208.04 (e).

- (8) Failure to prevent discharges not composed entirely of stormwater from leaving the construction site.
- (9) Failure to provide the survey of Permanent Water Quality BMPs when required on the project in accordance with subsection 208.10.

#### 4

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

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

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

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

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

In subsection 208.11, delete the first paragraph.

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

SWMP Administrator duties on projects having less than one acre of total disturbed area will not be measured and paid for separately but shall be included in the work. The Erosion Control Management Pay Item will not apply to this project.

### REVISION OF SECTION 108 LIQUIDATED DAMAGES

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

In subsection 108.09 delete the schedule of liquidated damages and replace with the following:

Original Contract Amount (\$)		Liquidated Damages per Calendar Day (\$)
From More Than	To And Including	
0	500,000	900
500,000	1,000,000	1,500
1,000,000	2,000,000	2,200
2,000,000	5,000,000	4,100
5,000,000	15,000,000	5,500
15,000,000		9,900

### REVISION OF SECTION 108 PAYMENT SCHEDULE (SINGLE FISCAL YEAR)

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

Delete subsection 108.04, and replace with the following:

**108.04 Payment Schedule.** The Contractor shall prepare a payment schedule which shall show the dollar amount of work the Contractor expects to be complete within a single State Fiscal Year (July 1 to June 30). The schedule shall cover the period from the commencement of work to the expected completion date as shown on the Contractor's progress schedule. The payment schedule may be prepared using standard spreadsheet software such as MS Excel and submitted in electronic format.

The Contractor shall submit the payment schedule at the preconstruction conference.

The amounts shown shall include planned force account work and expected incentive payments.

If the Contractor fails to submit the payment schedule by the required date, the Engineer will withhold further progress payments until such time as the Contractor has submitted it.

### REVISION OF SECTION 108 SUBLETTING OF CONTRACT

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

Subsection 108.01 shall include the following:

Failure to comply with all contractual obligations may lead to the suspension, debarment, or both of the subcontractor, and if necessary, the Contractor as stipulated in the "Rules".

All firms to which the Contractor will be subletting a portion of the Contract must be registered in the B2GNow Software System and shall update the registration on an annual basis. If the firm is not registered, approval of the Form 205 may be withheld.

# 14 REVISION OF SECTION 109 PROMPT PAYMENT (LOCAL AGENCY)

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

Delete subsection 109.06(e) and replace with the following:

(e) Prompt Payment. The Contractor shall pay subcontractors and suppliers for all work which has been satisfactorily completed within seven calendar days after receiving payment for that work from the Local Public Agency (LPA). For the purpose of this section only, work shall be considered satisfactorily complete when the LPA has made payment for the work. The Contractor shall include in all subcontracts a provision that this requirement for prompt payment to subcontractors and suppliers must be included in all subcontracts at every tier. The Contractor shall ensure that all subcontractors and suppliers at every tier are promptly paid. If the Contractor or its subcontractors fail to comply with this provision, the Engineer will not authorize further progress payment for work performed directly by the Contractor or the noncompliant subcontractor until the required payments have been made. The Engineer will continue to authorize progress payments for work performed by compliant subcontractors.

Delete subsection 109.06(f)5 and replace with the following:

5. In determining whether satisfactory completion has been achieved, the Contractor may require the subcontractor to provide documentation such as certifications and releases, showing that all laborers, lower-tiered subcontractors, suppliers of material and equipment, and others involved in the subcontractor's work have been paid in full. The Contractor may also require any documentation from the subcontractor that is required by the subcontract or by the Contract between the Contractor and the LPA or by law such as affidavits of wages paid, material acceptance certifications and releases from applicable governmental agencies to the extent that they relate to the subcontractor's work.

Delete subsection 109.06(f)8 and replace with the following:

8. If additional quantities of a particular item of work are required at a later date after final measurement has been made, the Contractor shall perform this work in accordance with Contract requirements and at unit bid prices.

For this subsection only, satisfactory completion of all work described on CDOT Form No. 205 is when all tasks called for in the subcontract as amended by changes directed by the Engineer have been accomplished and documented as required by the LPA.

The requirements stated above do not apply to retainage withheld by the LPA from monies earned by the Contractor. The LPA will continue to process the release of that retainage based upon the completion date of the project as defined in the Commencement and Completion of Work special provision.

Delete subsection 109.06(f)9 and replace with the following:

9. If during the prosecution of the project a portion of the work is partially accepted in accordance with subsection 105.21(a), the Contractor shall release all subcontractors' retainage on the portion of the partially accepted work performed by subcontractors. Prior to the LPA releasing the Contractor's retainage on work that has been partially accepted in accordance with subsection 105.21(a), the Contractor shall submit to the Engineer a certified statement for each subcontractor that has participated in the partially accepted work. The statement shall certify that the subcontractor has been paid in full for its portion of the partially accepted work including release of the subcontractor's retainage. The statement shall include the signature of a legally responsible official for the Contractor, and the signature of a legally responsible official for the subcontractor.

Delete subsection 109.06(g) and replace with the following:

Good Cause Exception. If the Contractor has "good cause" to delay or withhold a subcontractor's progress payment, the Contractor shall notify the LPA and the subcontractor in writing within seven calendar days after

receiving payment from the LPA. The notification shall specify the amount being withheld and provide adequate justification for withholding the payment. The notice shall also clearly state what conditions the July 3, 2017

### 15 REVISION OF SECTION 109 PROMPT PAYMENT (LOCAL AGENCY)

(g) subcontractor must meet to receive payment. "Good cause" shall include but not be limited to the failure of the subcontractor to make timely submission of required paperwork.

Delete subsection 109.06(h) and replace with the following:

(h) Monthly Reporting. On a monthly basis, the Contractor shall submit the Form 1418, Monthly Payment Report, to the Engineer along with the project schedule updates, in accordance with subsections 108.03(g). Failure to submit a complete and accurate Form 1418 shall be grounds for CDOT to withhold subsequent payments or retainage from the Contractor.

## 16 REVISION OF SECTION 250 ENVIRONMENTAL, HEALTH AND SAFETY MANAGEMENT

Section 250 of the Standard Specifications is hereby revised for this project as follows:

In subsection 250.03 delete the second paragraph and replace with the following:

This project may be in the vicinity of property associated with petroleum products, heavy metal based paint, landfill, buried foundations, abandoned utility lines, industrial area or other sites which can yield hazardous substances or produce dangerous gases. These hazardous substances or gases can migrate within or into the construction area and could create hazardous conditions. The Contractor shall use appropriate methods to reduce and control known landfill, industrial gases, and visible emissions from asbestos encounters and hazardous substances which exist or migrate into the construction area. The Contractor shall follow CDOT's Regulated Asbestos-Contaminated Soil Management Standard Operating Procedure, dated October 18, 2016 for proper handling of asbestos-contaminated soil, and follow all applicable Solid and Hazardous Waste Regulations for proper handling of soils encountered that contain any other substance mentioned above.

In subsection 250.03(a) delete the second paragraph and replace with the following:

When regulated asbestos contaminated soil (RACS) is present or is suspected to be present on or near a project, the HSO shall have knowledge of RACS regulations. The HSO shall meet the minimum training and medical surveillance requirements established by the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) for a supervisory Site Safety Official per 29 CFR 1962.65. The Contractor shall furnish documentation to the Engineer, at the preconstruction conference, that the above requirements have been met. Certification as an Asbestos Building Inspector in accordance with subsection 250.03 (b) is recommended.

In subsection 250.03(b) delete the first and second paragraphs and replace with the following:

The Contractor shall designate a monitoring technician to be responsible for monitoring of hazardous substances during work on the project. The MT shall have a minimum of two years of actual field experience in assessment and remediation of hazardous substances that may be encountered during highway construction projects. When asbestos is present or is suspected to be present on or near a project, the MT shall have additional 40 hours experience in RACS project management and certification as an Asbestos Building Inspector in accordance with the Colorado Air Quality Control Commission Regulation No. 8 Part B. The MT shall be experienced in the operation of monitoring devices, identifying substances based upon experience and observation, and field sampling (for testing) of all media that may be found on the site. Completion of the 40 hour hazardous waste and 8 hour supervisory training required by OSHA and U.S. EPA rules and regulations which complies with the accreditation criteria under the provisions of the proposed 29 CFR 1910.121 is required prior to beginning work. The Contractor shall furnish documentation at the Preconstruction Conference that demonstrates these requirements have been met.

The MT shall be equipped with the following:

- (1) Communication equipment as required in subsection 250.03(d) 2.A. and a vehicle.
- (2) Monitoring and detection equipment for flammable gas, oxygen sufficiency, toxic gas, radiological screening and other hazards. This includes, as required, a combustible gas indicator, flame ionization or photo ionization detector, oxygen meter, radiation monitor with Geiger Mueller detector and other foreseeable equipment.
- (3) Depth gauging equipment, sampling equipment and sampling containers.
- (4) Personal protective equipment (levels C and D) when required.

Delete subsection 250.07 and replace with the following:

250.07 Regulated Asbestos Contaminated Soils (RACS) Management. Environmental documents or plans listed in the special provisions should include known or suspected locations that could involve encounters with

RACS during excavation and other soil disturbing construction activities. Unexpected discoveries of RACS may occur during excavation and soil disturbing construction activities. RACS shall be properly managed or remediated, in accordance with subsection 250.07(a).

July 3, 2017

## 2 REVISION OF SECTION 250 ENVIRONMENTAL, HEALTH AND SAFETY MANAGEMENT

All asbestos related activities shall be performed by CDPHE certified asbestos professionals, contractors, or consultants. Certifications are issued by the CDPHE, Indoor Air Quality Unit. A Colorado Certified Asbestos Building Inspector shall manage the assessment and disposal of RACS and other ACM. The Indoor Air Quality Unit within CDPHE is the only unit that certifies such professionals. The Contactor shall furnish a copy of the certification to the Engineer.

- (a) Regulatory Compliance. RACS management is governed by 6 CCR 1007-2, Section 5.5, which includes and references regulatory compliance with Colorado Air Quality Control Commission Regulation No. 8 Part B-Asbestos. Colorado Regulation No. 8 governs all asbestos activities, demolition, permitting, and certification of Certified Asbestos Professionals in the State of Colorado. The Contractor shall conform to all current regulations, policy directives, or both, issued by the CDPHE, and the Department.
- (b) Asbestos Management and Visual Inspections Asbestos management shall be performed by a CDPHE certified asbestos building inspector. All inspections of the area of asbestos contaminated soil removal shall be performed by a CDPHE certified Asbestos Building Inspector to determine what, if any, controls must be instituted to allow future activity in the excavation area.
- (c) Permitting and Notification. The CDPHE requires notification of any soil disturbing activity where asbestos is known, suspected, or discovered. A 24-hour notification to CDPHE is required after any soil disturbing activity of an unplanned asbestos discovery. A 10 working day notification to CDPHE is required prior to any soil disturbing activity in an area with known or potential RACS. Removal of asbestos-containing material on a facility component, that is located on or in soil that will be disturbed, with asbestos quantities above the following trigger levels shall be permitted and abated in accordance with the requirements of Colorado Air Quality Control Commission Regulation No. 8 (5 CCR 1001-10, Part B):
  - (1) 260 linear feet on pipes,
  - (2) 160 square feet on other surfaces, or
  - (3) The volume of a 55-gallon drum.

All permit applications shall be submitted to the Colorado Department of Public Health and Environment a minimum of 10 days prior to start of work for approval. The permit application and notification shall be submitted simultaneously. A CDPHE certified General Abatement Contractor shall obtain all required State and local permits and shall be responsible for all associated fees. Permit application, notification, and waiver request forms shall be submitted to:

Colorado Department of Public Health and Environment Permit Coordinator/APCD - SS - B1 4300 Cherry Creek Drive South Denver, CO 80246-1530 Phone: (303) 692-3100 Fax: (303) 782-0278

Application and waiver forms are available on the CDPHE website: asbestos@state.co.us

(d) CDOT's Regulated Asbestos-Contaminated Soil Management Standard Operating Procedure, dated October 18, 2016. Asbestos contaminated soil shall be managed in accordance with 6 CCR 1007-2, Part 1, Section 5.5, Management of RACS... Regulations apply only upon unexpected discovery of asbestos materials during excavation and soil disturbing activities on construction projects, or when asbestos encounters are expected during construction. The Contractor shall comply with procedures detailed in the CDPHE's Management of Regulated Asbestos Contaminated Soil Regulation and CDOT's CDPHE approved Regulated Asbestos-Contaminated Soil Management Standard Operating Procedure, dated October 18, 2016, including the following minimum requirements:

- (1) Immediate actions and implementation of interim controls to prevent visible emissions, exposure, and asbestos contamination in surrounding areas.
- (2) Soil Characterization.
- (3) Training required for all personnel involved in excavation and other soil disturbing activities, once asbestos is encountered during construction or on projects where asbestos encounters are expected.

July 3, 2017

## 3 REVISION OF SECTION 250 ENVIRONMENTAL, HEALTH AND SAFETY MANAGEMENT

Asbestos Awareness Training shall be given by a qualified and certified Asbestos Building Inspector with a minimum of six months experience inspecting asbestos contaminated soil.

- (4) Assessment for the presence and extent, within the proposed area of disturbance, of asbestos discoveries, whether expected or unexpected, by a CDPHE Certified Asbestos Building Inspector.
- (5) Investigation and sampling required for risk assessment and management. Investigation, if required, shall be conducted by a CDPHE Certified Asbestos Building Inspector.
- (6) Risk assessment and determinations for further management or abatement.
  - (i) Risk assessment and determinations must be made by a CDPHE Certified Asbestos Building Inspector, and coordinated with the Engineer.
  - (ii) Soil remediation is not necessarily required, depending on the circumstances.
- (7) Submit CDPHE 24-hour Notification form for unexpected RACS discovery included in Attachment 1 of the CDOT Regulated Asbestos-Contaminated Soil Management Standard Operating Procedure
- (8) Submit CDPHE 10-day Notification form for planned RACS management included in Attachment 1 of the CDOT Regulated Asbestos-Contaminated Soil Management Standard Operating Procedure.
- (e) Risk Assessment and Determinations for Further Management Or Remediation. Risk assessment and determinations for further management or remediation must be closely coordinated with the Project Engineer and Project Manager of the Statewide Management Plan.

### 20 REVISION OF SECTION 614 ACCESSIBLE PEDESTRIAN SIGNAL

Section 614 of the Standard Specifications is hereby revised for this project to include the following:

### **DESCRIPTION**

This work consists of the construction of an accessible pedestrian signal at locations as shown on the plans.

#### **MATERIALS**

The Accessible Pedestrian Signal (APS) shall be an audible-tactile pedestrian signal system and shall consist of all electronic control equipment, mounting hardware, push buttons, and signs designed to provide both a pushbutton with a raised, vibrating tactile arrow on the button as well as a variety of audible indications for differing pedestrian signal functions.

The APS shall meet the following requirements:

- (1) 2009 Manual of Uniform Traffic Control Devices (MUTCD), Chapter 4E Pedestrian Control Features.
- (2) NEMA TS 2 Section 2.1 requirements for Temperature and Humidity, Transient Voltage Protection and Mechanical Shock and Vibration.
- (3) IEC 61000-4-4; 4-5 Transient Suppression requirements.
- (4) FCC Title 47, Part 15, Class A, Electronic Noise requirements.

The APS pushbutton enclosure shall meet the NEMA 250 - Type 4X enclosure requirement.

Upon installation the APS shall meet the following functional requirements:

- (a) APS functional requirements. The APS shall have the following functional features:
  - (1) The APS shall be programmable and adjustable. Programming and adjustments shall be made using a laptop computer or vendor supplied programmer. No additional hardware or equipment shall be required. The APS shall be fully compatible with the three latest versions of the Windows operating platform. The programmable features shall be:
    - (i) Push-button locator tone.
    - (ii) Walk and Wait audible message.
    - (iii) Audible push-button informational message.
    - (iv) Audible crossing beacon.
    - (v) Vibrating tactile arrow.
    - (vi) Independent minimum and maximum volume limits for the Locator Tone, Walk and Audible Beaconing features.
  - (2) All audible features shall emanate from the pedestrian pushbutton housing. The APS shall utilize digital audio technology, having a minimum 12-bit sample at a 16k Hz sample rate. Total harmonic distortion shall be less than 3 percent at 75 decibels. The APS shall provide independent ambient sound adjustment for the Locator Tone feature. The APS shall allow for Locator Tone volume to be set below the ambient noise level. The system shall have, at a minimum, three programmable locator tones. All sound levels shall adjust automatically utilizing an internally mounted, interval ambient sensing microphone, in accordance with the MUTCD.
  - (3) The APS shall monitor the Walk condition for conflict operation. As a standalone unit, the APS shall disable the Walk functionality should a conflict be detected.

## Appendix A

**Project Submittals** 

### **PROJECT SUBMITTAL FORM**

PROJECT: Grand Junction Horizon Drive Crosswalk Project

CONTRACTOR:			-tyrynmet AA	
PROJECT MANAGER: Jerod Timothy				
Description	Date Received	Resubmittal Requested	Resubmittal Received	Date Accepted
S	TREET CONS	TRUCTION		
Aggregate Base Course gradation, Proctor curve (Class 6)				
Aggregate Base Course gradation, (Class 6)				
Concrete Mix Design (CDOT Class D Concrete)				
Reinforcing Steel				
U	TILITY CONS	TRUCTION		
2 Inch Electrical Conduit (Plastic) Rectangular Rapid Flashing Beacon System Type One Pull Box				
Wiring				
Light Standard and Luminaire (Pedestrian)				
Light Standard and Luminaire (Street)				
Light Standard Foundation				
Light Control Center (Special)				
EROSION CON	ITROL/STORN	IWATER MANA	AGEMENT	
Concrete Washout Facility				
Storm Drain Inlet Protection (Type II)				
(Typo II)				
Р	ERMITS, PLAI	NS, OTHER		
Traffic Control Plan(s)				
Contractor's Construction Schedule				
Hourly Labor and Equipment Rate				

Tables		
Topsoil		
Inorganic Mulch	-	
Sign Panel (Class I) Fluorescent		
Yellow Green		
Steel Sign Post (U-2)		
Preformed Thermoplastic		
Pavement Markings		

# **APPENDIX B**

CDOT Disadvantage Business Enterprise (DBE) Program Plan CDOT Forms: 1414, 1415, 1416

					<del></del>
COLORADO DEPARTI			ON DUAN		
	ED DRF	PARTICIPAT			
Bidder:			Project:		
Contact:			Project Code:		
Phone:			Date of Proposal: Contract Goal:		
Email:	45 - J. T				
Preferred Contact Me	inod.	DBE Comm	Region:		
		98 8 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	POTITIO DOCUMENTA NATIONAL DE PRODUCTION DE CASA DE BRACA MESOLI MAIS ANTA	Commitment I	Eligible
DBE Firm	Name	Work to Be	Performed	Amount	Participation
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				ļ	
			Total E	ligible Participation	
			Total Eligible Partic	Total Bid Amount	
		Bidder Sig		spation referriage	
<b>-</b> 1.					
		<b>vidual with the authority t</b> under penalty of perjury in t			
		it are true and complete to			
		aged Business Enterprise F			,
					a 1
		as been determined that the posal has been submitted,			
		st apparent bidder, you sha			
		so be required to submit do			
		selected DBEs are certified			
Provision Disadvantag		l information and instruction prise Requirements.	ns on calculating eligible p	zaruoipauoii, see the	s standard special
1 TOVISION DISACVAINAS	ou buoillood Elitolp		T		
		<b>—</b>	0:		D-4-
Name	•	Title	Signature		Date

Federal Aid Project No.: TAP M 555-032

Project Code: 20736

COLORADO DEF							,
COMMITM			article and the second second				
SECTION 1. This s	section must be co	mpleted by the Cor		ni			
Project:				Project Code:			
Bidder/Contractor:				Phone:			
Contact:				Email:			
DBE Firm Name:				DBE Phone:			
DBE Address:				DBE Email:			
			Commitn	nent Details			
Category	Work to be	Performed		DBE Work Code(	s)	Commitment Amount	Eligible Participation
Construction							
Trucking							
Supplies							
Services							
					Total		
This section must to perjury in the secon true and accurate t	nd degree and any	other applicable st	wer to col ate or fed	ntractually bind the	e Bidder/Co statements	ntractor. You dec	clare under penalty of ument are complete,
Bidder/Contractor F	Representative	Title			Signature		Date
SECTION 2. This	section must be co	mpleted by the DB	E. (Attac	h additional pages	s if necessar	у).	
making to CDOT.	The amounts liste	the Bidder/Contract d above may be les he Bidder/Contract	ss than th	e subcontractor o	r purchase	order amount, but	idder/Contractor is can never be more,
		Bidder/Contractor o bcontractor, provid					
Will you be purcha renting equipment subcontractors? If	from the Bidder/Co		or				
above? If yes, stat	te to which firms, v	tion of the work liste what work and the g subcontractors a					
		es on this project? nd employees you					
Who within your fir firm's work on this		ing and responsible	for your				
		s project? If so, stat ximate brokerage fo					
Will you be acting state what you will manufacture the it	be supplying and	nis project? If so, ple whether you will	ease				

Federal Aid Project No.: TAP M 555-032

Project Code: 20736

This section must be signed by an individual with the power to contractually bind the DBE. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and to the best of your knowledge. You attest that you are eligible to participate as a DBE on this contract for the work listed above and have the capacity to perform the work as stated.

B			
DDC Depresentative	Title	Signature	Data
■ DDE Rebiesentative	i ille	Signature	Date 1
===:	I	J	

See the DBE Standard Special provision for additional information on completing and submitting this form.

**Pre-award CDOT projects:** Submit this form to the CDOT Civil Rights and Business Resource Center via fax to (303)757-9019. All originals must be sent to: CDOT Civil Rights and Business Resource Center, 4201 E. Arkansas Ave. Room 150, Denver, CO 80222.

**Pre-award local agency projects:** Submit this form to the local agency. All originals must be sent to: CDOT Civil Rights and Business Resource Center, 4201 E. Arkansas Ave. Room 150, Denver, CO 80222.

COLORADO DI	EPARTMENT OF TRANSPOR	RTATION	
GOOD FA	AITH EFFORT REP	ORT	
	ctor and Project Information		
Bidder:	- I	Project:	T
Address:		Project Code:	
Contact Name:		Proposal Amount:	
Contact Phone:		Contract Goal Percentage:	
Contact Email:		Contract Goal Dollar Value:	
	to Achieve DBE Participation. Attac Provide any supporting documentation		stions below and complete Page 2 (Subcontractor ith efforts.
			n and what work you intend to self-perform; how much opportunities for DBEs; and the approximate number
Include direct outre communication with made to assist DBE modifications to corshall not be a reasoc. If the eligible p	each (state the DBE solicited, date(s) a in minority and other organizations that Es in competing for or obtaining contra intract scopes, unbundling, mentoring, on to reject a DBE and will be conside participation submitted on the Form 14	and method of phone, email or fax); t you conducted to reach DBEs (sta acts (accepting quotes from DBEs ti , etc.); and obstacles you encounter ared in the evaluation of Page 2.	ur plan or approach to meeting the contract goal). Indirect outreach such as events, publications, and/or Ite date(s), location and audience); other efforts you hat may be higher than other subcontractors, ed in assisting or contracting with DBEs. Cost alone to be invalid, or otherwise did not meet the contract and to take to avoid the issue in the future. If you have
obtained any additi			and to take to avoid the issue in the future. If you have and the reason why such commitments were not
even if not fully suc the examples provi participation on this	ccessful. 49 CFR Part 26, Appendix A ided in 49 CFR Part 26, Appendix A ar s contract.	sets forth examples and guidance f nd may provide any documentation	be expected to obtain sufficient DBE participation, for good faith efforts. The contractor is not limited to that demonstrates good faith efforts to obtain DBE gly provided incorrect information or made false
statements, CDOT under 49 CFR Part	may initiate suspension or debarmen	it proceedings against the person or les, and/or refer the matter to the De	firm under 49 CFR Part 29, take enforcement action epartment of Justice or Office of the Inspector General
By signing below, to supporting docume	•	ade good faith efforts and has docu	mented all such efforts in this form and the attached
<b>[</b> ],	, am the	of	
Representativ	ve Name	Title C	Company
I have the authority			provided herein and attached as evidence of my
	Signature	Date	
	st be completed by a licensed notar	•	
	State o		SEAL.
Subscribed and s	worn before me this da	y of	— ULAL
Notary Signatur	e		_
Notary Address			_
CDOT projects:	Submit this form and all supporting do	ocumentation to the CDOT Civil Rigi	 hts and Business Resource Center via fax to (303)757
9019. All original	ls must be sent to: CDOT Civil Rights	s and Business Resource Center, 42	201 E. Arkansas Ave. Room 150, Denver, CO 80222.
Local agency ந		pporting documentation to the local e Center, 4201 E. Arkansas Ave. Ro	agency. All originals must be sent to: CDOT Civil com 150, Denver, CO 80222.

Page 1 of 2

Subcontractor	DBE (Y/N)	Work Type(s)	Quote Amount	Selected (Y/N)	Reasor
					<del></del>

# **APPENDIX C**

**Special Notice to Contractors** 

#### Special Notice to Contractors - 18

#### 1. SCOPE

- 1.1 It is the intent of this chapter to provide guidelines to the Contractor or Sub-Contractor, so that they can properly present their materials for inclusion in the construction project.
- 1.2 The Contractor shall follow the procedures listed below to ensure the proper inspection, sampling, testing, and certification of materials and products incorporated into all construction projects.
- 1.3 "Prequalification of Bidders" (Standard Specifications, Subsection 102.01) is synonymous with any reference to the CDOT "Pre-Qual List". A Prime Contractor requiring additional information regarding bidding can go to <a href="https://www.codot.gov/business/bidding">https://www.codot.gov/business/bidding</a>.
- 1.4 The Qualified Manufacturers List (QML) is used for suppliers of Steel Reinforcing Bars & Steel Dowel Bars, Epoxy Coaters for Reinforcing Steel, and Precast Concrete Structures. These products are required to be selected off the QML. All relevant details for the proper submittal of specified Standard Manufactured Materials and Fabricated Structural Materials are found in CDOT's Field Materials Manual under CP 11, Quality Management Plans for the Qualified Manufacturers List or the Approved Products List.

# 2. PROVIDE NOTIFICATION OF MATERIALS SOURCES AND SUPPLIERS

- In accordance with Subsection 106.01 of 2.1 the Standard Specifications: The Contractor shall submit a formal list of material sources and suppliers to the Engineer at least two weeks prior to delivery; however, it is preferable that the list be presented at the Pre-Construction Meeting. The Department will sample and test materials proposed by the Contractor to be utilized for Items 203, 206, and 304. If the Department test results indicate the material is not in conformance with the project specifications, the Contractor is directed to Subsection 106.02 regarding Contractor Source materials and additional testing requirements.
- 2.2 The list shall include: item to be supplied, quantity, a reference to the level of acceptance required by CDOT (per Section 7, Designated Products and Assemblies), company's name and address manufacturing the material or product,

and contact person (if the material is to be preinspected or if a problem exists with the material delivered). The submitted list shall indicate, immediately after the item being referenced, the applicable acceptance level required:

- (A) Pre-Inspection (PI)
- (B) Certified Test Report (CTR)
- (C) Certificate of Compliance (COC)
- (D) Pre-Approved (per APL &/or QML)
- 2.3 All required product or material documentation shall be provided at the point and time of delivery to the construction project. Failure to provide the required documents, such as CTRs and COCs, may result in rejection of the materials. Failure to utilize the QML or APL may result in rejection of the materials.
- INNOVATIVE CONTRACTING (DESIGN / BUILD PROJECTS, CM/GC PROJECTS, ETC.) - MATERIALS DOCUMENTATION RECORD, CDOT FORM #250
- 3.1 Two weeks before construction of any element of work the Contractor shall furnish the Engineer a schedule of items, approximate quantities to be incorporated into the project, and a reference to the method of acceptance required by CDOT (per Section 7, Designated Products and Assemblies). This information is to include the item of work with its placement location and dates. The Contractor shall immediately notify the Engineer, in writing, if the items of work or quantities are revised.
- 3.2 At the completion of the project, the Contractor shall furnish the Engineer with a completed CDOT Form #250 Materials Documentation Record listing items utilized to construct the project and the approximate quantity of each item.

#### 4. BUY AMERICA REQUIREMENTS

- 4.1 In accordance with Subsection 106.11 of the Standard Specifications as referenced in 23 CFR Part 635.410:
- 4.1.A Regulations require the use of domestic steel and iron in Federally funded construction projects. Buy America applies to construction components which are "predominately steel products," defined by CDOT as products which are manufactured with at least 80% steel or iron content when delivered to the job site for

installation. (See "C" below for examples.) CDOT provides waivers for manufactured products and products that are not predominately steel or iron. (See "D" below for examples.) Buy American strictly limits, but does not eliminate, the amount of foreign steel. (See "E" for minimum use & waiver information.)

- 4.1.B All manufacturing processes are defined as "processes required to change the raw ore or scrap metal into the finished, in-place steel or iron product". Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process.
- 4.1.C Examples of products that are subject to Buy America requirements include, but are not limited to, the following:
  - steel or iron products used in pavements, bridges, tunnels or other structures, which include, but are not limited to, the following: fabricated structural steel, reinforcing steel, piling, high strength bolts, anchor bolts, dowel bars, permanently incorporated sheet piling, bridge bearings, cable wire/strand, prestressing / post-tensioning wire, motor/machinery brakes and other equipment for moveable structures;
  - guardrail, guardrail posts, end sections, terminals, cable guardrail;
  - steel fencing material, fence posts;
  - steel or iron pipe, conduit, grates, manhole covers, risers;
  - mast arms, poles, standards, trusses, or supporting structural members for signs, luminaires, or traffic control systems; and
  - steel or iron components of precast concrete products, such as reinforcing steel, wire mesh and pre-stressing or post-tensioning strands or cables.
- 4.1.D Examples of products which are exempt from Buy America requirements include, but are not limited to, the following:
  - products made of material other than steel or iron (aluminum, copper, brass, nickel, etc.);
  - · cabinets, covers, shelves;
  - clamps, fittings, sleeves;
  - · washers, bolts, nuts, screws;
  - tie wire, spacers;
  - chairs;
  - lifting hooks;
  - faucets; and

- · door hinges.
- 4.1.E Buy America will not prevent a minimal use of foreign steel or iron provided the total project delivery cost of all such steel and iron which includes the cost of delivering the steel and iron to the project, does not exceed one-tenth of one percent of the total contract cost or \$2,500, whichever is greater. With prior concurrence from FHWA Headquarters, the FHWA Division Administrator may grant a waiver of the Buy America requirements for specific projects. When domestic steel products are available, meeting the contractor's schedule should not be the basis for requesting a Buy America waiver.
- 4.1.F The <u>Contractor</u> shall maintain the certifications on file at the project that every process, including the application of a coating, performed on steel or iron products either has or has not been carried out in the United States of America. These certifications shall create a chain of custody, and the lack of these certifications will be justification for rejection of the steel or iron product.
- 4.1.G Prior to the permanent incorporation into the project of any steel or iron product (domestic or foreign), the <u>Contractor</u> shall certify in writing to the Project Engineer that the delivered quantity of each material meets the contract Buy America requirements; that the original Buy America Certification from the Supplier is on file in the Contractor's project office; and the steel or iron products are in compliance with the plans and specifications for this project.

The Contractor shall maintain a document summarizing the date and quantity of the material utilizing CDOT's Item Number(s) and Item Description(s) delivered to the project, along with the quantity of material installed during the month. The Contractor shall provide documentation of the project delivered cost of all foreign steel or iron permanently incorporated into the project, if any. This summary shall be delivered to the Project Engineer on a monthly basis as established per the revision of Section 106.11 of the Standard Specifications for Road and Bridge Construction. A monthly summary shall be required even if no steel or iron products are incorporated into the project during the month. [Examples of these requirements are shown on pages 13 thru 15 of this chapter.]

**NOTE 1:** Section 106.11 of the CDOT Construction Manual contains specific information on Buy America Requirements.

#### 5. GLASS BEADS for PAVEMENT MARKING

5.1 The material shall meet the requirements of Standard Specifications Subsection 106.11, Section 627, and Subsection 713.08.

#### 6. QUALITY MANAGEMENT PLANS FOR THE QUALIFIED MANUFACTURERS LIST OR THE APPROVED PRODUCTS LIST

- CP 11 specifies requirements and procedures for a certification system that shall be applicable to all referenced manufacturers, as well as suppliers and contractors within certain industries. Certifying a Manufacturer's Quality Management Plan is not an automatic acceptance of any particular product, but an acknowledgement that the Manufacturer has taken steps to ensure that their quality controls meet the applicable Industry standards. Manufacturers whose Quality Management Plans are acceptable will be placed on the Qualified Manufacturers List (QML). Only Manufacturers listed on the QML will be eligible to provide the referenced products to a CDOT project.
- 6.2 The following Standard Manufactured Materials as referenced in CP 11 require an annual submission of a Quality Management Plan along with a sample for evaluation.
- Part I, Standard Manufactured Materials
   Sub-Part 1. Asphalt Binder

Sub-Part 2. Asphalt Emulsion

Sub-Part 3. Hydraulic Cement

Sub-Part 4. Fly Ash

Sub-Part 5. Hydrated Lime

These products are located on the APL.

- 6.3 The following Fabricated Structural Materials as referenced in CP 11 require an annual submission of a Quality Management Plan.
- Part II, Fabricated Structural Materials

Sub-Part 1. Steel Reinforcing Bars &

Steel Dowel Bars

Sub-Part 2. Epoxy Coaters of

Reinforcing Steel

Sub-Part 3. Precast Conc. Structures
The QML is located within CDOT's Approved
Products List (APL) web site, at
www.codot.gov/business/APL . A Notice to
Manufacturers is located within the same web site
that references specific evaluation protocols
including AASHTO's National Transportation
Product Evaluation Program (NTPEP).

6.4 The respective QML web site pages are updated regularly. All pages will have at least

one revision referencing acceptability for the new calendar year.

# 7. DESIGNATED PRODUCTS AND ASSEMBLIES

- 7.1 The majority of materials submitted for inclusion on CDOT projects will fall within one of four methods of product acceptance for their sampling and testing. CDOT always retains the right through its Quality Assurance (QA) Program to obtain samples for additional testing and require supplemental documentation.
- 7.2 If the material or product is not referenced within the four methods of product acceptance then the materials or products must be fabricated or supplied in accordance with the requirements of the applicable Colorado Department of Transportation specifications, plans, and standards. An example of processed materials not found in the following four methods are Aggregate Base Course (ABC), Hot Mix Asphalt (HMA), and Concrete (PCCP). An example of a manufactured product treated uniquely is the Dynamic Message Signs (DMS) which are competitively bid on projects or through state awards.

#### 7.3.a. PRE-INSPECTION (PI):

Pre-Inspection is when representatives from the Colorado Department of Transportation visit a manufacturer's facility to perform an initial review of the company's quality control plan and employee certifications, as well as subsequent inspection visitations during the manufacturing of the product. Inspection arrangements shall be made by contacting the CDOT Staff Bridge Fabrication and Construction Inspectors at (303) 757-9339 a minimum of 10 days prior to the beginning of fabrication. Failure to give notification will result in delays to the project and/or rejection of materials or products.

**NOTE 2:** Bearing Devices and Expansion Devices are inspected randomly at the discretion of the Staff Bridge Fabrication Inspectors.

#### Products needing Pre-Inspection:

Bearing Devices (Type III) - Bridge<sup>A</sup> Expansion Device, Modular - Bridge<sup>A</sup> (0-6", through, 0-24") Prestressed Concrete Units - Bridge<sup>A</sup> Structural Steel - Bridge<sup>A</sup>

CDOT Form #193 is to be provided with the above referenced products.

#### 7.3.b. CERTIFIED TEST REPORT (CTR):

The Certified Test Report method of acceptance is when a manufacturer is required to submit the actual test results performed on the material being provided. A CTR shall contain the actual results of tests for the chemical analysis, heat treatment, and/or mechanical properties per the drawing and/or specification. The contract will designate products and assemblies that can be incorporated in the work, if accompanied by Certified Test Reports. The word preceding the "Test Report" may vary between different industries, such as Certified, Mill, Metallurgical, Laboratory; however, they are all considered equivalent.

In accordance with Subsection 106.13 of the Standard Specifications and the requirements of this document, each CTR shall include:

- 1) Department's project number,
- 2) Manufacturer's name,
- 3) Address of manufacturing facility,
- 4) Laboratory name & address,
- 5) Name of product or assembly,
- 6) Complete description of the material,
- 7) Model, catalog, stock no. (if applicable),
- 8) Lot, heat, or batch number identifying the material delivered,
- 9) Date(s) of the laboratory testing,
- 10) All test results that are required so as to verify that the material furnished conforms to all applicable Department specifications. Test results shall be from tests conducted on samples taken from the same lot, heat, or batch.
- 11) The following certification, signed by a person having legal authority to act for the Contractor: [Example on page 6.]

The Certified Test Report shall be a legible copy or an original document and shall include the Contractor's original signature. The signature (including corporate title) on the Certified Test Report, under penalty of perjury, shall be of a person having legal authority to act for the manufacturer or the independent testing laboratory. It shall state that the test results show that the product or assembly to be incorporated into the project has been sampled and passed all specified tests in conformity to the plans and specifications for this project. One legible copy or original document of the fully signed Certified Test Report shall be furnished to the Engineer prior to installation of the material. Failure to comply may result in delays to the project and/or rejection of the materials.

Each product or assembly delivered to the project must contain the lot, heat, or batch number identical to that on the accompanying Certified Test Report. Products or assemblies furnished on the basis of Certified Test Reports may be sampled and tested by the Department and if determined that the material does not meet the applicable specifications, the material will be rejected or accepted according to Subsection 105.03.

# [An example of what is required on a CTR is on page 16 of this chapter.]

# Products <u>requiring</u> Certified Test Report (below is an incomplete list):

Bearing Devices (Type III) - Bridge<sup>A</sup>
Bridge Deck Forms, Permanent Steel <sup>A</sup>
Cribbing, Steel
Geogrid (or COC, per project specs)
Glass Beads (for pavement marking)
Mechanical Fasteners (Field) <sup>A</sup>
Overhead Sign Structures <sup>A</sup>
Pedestrian & Bikeway Railing
Quicklime
Soil Conditioner
Structural Plate Structures
Top Soil
Traffic Signal Structures <sup>A</sup>

Water, Non-Potable

Welded Wire Reinforcement

#### 7.3.c. CERTIFICATE OF COMPLIANCE (COC):

The Certificate of Compliance method of acceptance is when a manufacturer is required to submit a document certifying that the material being provided meets all required Department specifications. A COC shall reference the required specifications for the chemical analysis, heat treatment, and/or mechanical properties per the drawing and/or specification, but not the actual test results. The contract will designate products and assemblies that can be incorporated in the work, if accompanied by Certificates of Compliance.

In accordance with Subsection 106.12 of the Standard Specifications and the requirements of this document, the certificate shall include:

- 1) Department's project number,
- 2) Manufacturer's name,
- 3) Address of manufacturing facility,
- 4) Laboratory name & address,
- 5) Name of product or assembly,
- 6) Complete description of the material,
- 7) Model, catalog, stock no.(if applicable),
- 8) Lot, heat, or batch number identifying the material delivered,

- 9) Date(s) of the laboratory testing,
- 10) Listing of all applicable specifications required by the Department for this particular product or assembly. Certificates shall reference the actual tests conducted on samples taken from the same lot, heat, or batch, and shall include a statement that the product or assembly to be incorporated into the project was fabricated in accordance with and meets the applicable specifications.
- The following certification, signed by a person having legal authority to act for the Contractor: [Example on page 6.]

The original Certificate of Compliance shall include the Contractor's original signature. The original signature (including corporate title) on the Certificate of Compliance, under penalty of perjury, shall be of a person having legal authority to act for the manufacturer. It shall state that the product or assembly to be incorporated into the project has been sampled and passed all specified tests in conformity to the plans and specifications for this project. One legible copy of the fully signed Certificate of Compliance shall be furnished to the Engineer prior to installation of material. The original shall be provided to the Engineer before payment for the represented item will be made.

Each product or assembly delivered to the project must contain the lot, heat, or batch number identical to that on the accompanying Certificate of Compliance. Products or assemblies furnished on the basis of Certificates of Compliance may be sampled and tested by the Department and if determined that the material does not meet the applicable specifications, the material will be rejected or accepted according to Subsection 105.03.

# [An example of what is required on a COC is on page 17 of this chapter.]

NOTE 3: If the Plans do not specifically reference a Certified Test Report (Mill Test Report) and the product category is not listed on the Approved Products List within the Pre-Approved level of acceptance, then a COC will be required.

Products requiring Certificate of Compliance (below is an incomplete list):

AEP (Asphalt Emulsion Prime)

Aggregate Bag (for the bag, CTR for agg.)

Bearing Devices (Type I, II AB)

Bridge Rail, Steel A

Catch Basin Insert

Cattle Guard Boxes, Pre-Cast Concrete Box Culverts, Precast Dampproofing, Asphalt Delineator Posts, Steel Ditch Control (Erosion Log & Silt Dike) Dust Palliative, Asphaltic or Magnesium Chloride Erosion Bales D Expansion Joint Material, Preform. Filler Fence (Wires & Posts) Fertilizer Flumes (all types) Gabions and Slope Mattress Gaskets Geogrid (for Erosion Control) Glass Beads (for PMM) Guard Rail - End Anchors Guard Rail Metal A Guard Rail Posts - Metal A Guard Rail - Precast Guard Rail Posts - Timber Blocks and Posts A Hay D Headgates Hydraulic Soil Stabilizers Inlets, Grates and Frames (Prefab) Interior Insulation Irrigation Systems Lighting, all items Light Standards, High Mast Light Standards, Metal Luminaires (Inclusive) Manholes, Rings and Covers (Prefab) MSE Wall - Elements A,C Mulch (Hydraulic or Dry Applied) Mulch Tackifier Pedestrian Bridge A Perimeter Control (Silt Fence) Pilina A Pipes - all material compositions Rest Area Materials (construction of) Retaining Wall Blocks Seeding (Native), Seed C Sign Panels Sprinkler System(s) Steel Chairs Steel Sign Posts Steel Sheet Piling A Storm Drain Inlet Protection Straw D Structural Glazed Tile and Ceramic Tile Structural Plate Structures A Structural Steel Galvanized A Treated Timber Vegetation (Sod & Plants) Water, Potable

Water Control Devices

Water Lines

Welded Wire Mesh

#### NOTE 4:

- A Mill Test Report shall be included.
- B Certified Test Report(s) on components must accompany the material or product.
- Certified Test Report shall be included.
- Contractor may obtain a current list of Weed Free Forage Crop Producers by contacting the Colorado Department of Agriculture at (303) 239-4149.

Example of stamp or affixed sticker to be placed on Certified Test Reports (CTRs), per Subsection 7.3 B (11).

I hereby certify under penalty of perjury that the represents	e material listed in this Certified Test Report (quantity and units)
of pay item	
(pay item # and description) that will be install specifications on Project Number	
Contractor Rep. Signature	Date

Example of stamp or affixed sticker to be placed on Certificates of Compliance (COCs), per Subsection 7.3 C (11).

I hereby certify under penalty of perjury that the represents	e material listed in this Certificate of Compliance (quantity and units)
of pay item	
(pay item # and description) that will be installed specifications on Project Number	ed in conformance with the plans and
Contractor Rep. Signature	Date

#### 7.3.d. PRE-APPROVED (APL):

The Pre-Approved method of acceptance is when a manufacturer is required to submit all relevant documentation on their product in advance of any specific project. A primary requirement to be considered for the Approved Products List (APL) is that the material retains a very high level of uniformity and consistency in its production quality (i.e. not project specific).

The submittal of Product literature /Tech Data Sheet (TDS), Certificates of Compliance, Certified Test Reports, Materials Safety Data Sheets (MSDS), etc., as well as product samples for specific categories combine all previous methods of acceptance into one. A Manufacturer whose product is not currently on the APL should read and follow the instructions within the Notice to Manufacturers on the APL web site at <a href="https://www.codot.gov/business/APL">www.codot.gov/business/APL</a>.

Product evaluation can take a minimum of four months to in excess of a year for some product categories. If CDOT specifications need to be altered or created for a product's acceptance then it could take even longer.

In accordance with CDOT's Procedural Directive 1401.1, a manufacturer's product is evaluated within CDOT to determine its acceptability on CDOT construction projects, as defined by CDOT specifications, plans and standards. For additional information on the APL or the web site contact the Product Evaluation Coordinator within the Staff Materials & Geotechnical Branch at 303-398-6566.

Locate products on the web site through APL Search, and then use the referenced Category, the Manufacturer's name, or the Product name. A category search requires that the drop-down menus be used.

#### **APL User Guidance**

- 1. If three or more products are listed for any applicable category then one of these products shall be selected. If the category is unpopulated a COC will be required for the product actually used. If the category is under-populated a COC will be required for the product actually used if not from the APL. CDOT's Subject Matter Expert (SME) for the applicable category shall be contacted for assistance. A CTR may be requested if the Project Engineer deems it appropriate. Contact the CDOT Product Evaluation Coordinator at 303-398-6566 with any questions.
- 2. Products that are evaluated on a batch or lot basis and subsequently posted on the APL web site will not be posted indefinitely. They expire two years after their CTR date or they will be removed sooner if informed that the batch or lot is depleted. Specifically this refers to (1) single component, hot-applied, elastomeric membranes for bridge decks, (2) hot poured, joint/crack sealant, and (3) asphalt plug joints.
- 3. Asphalt Binder and Asphalt Emulsions: Approved asphalt binders and emulsions are valid for the calendar year in which they were tested and approved, as per CP 11. The year is incorporated into the product name. On February 1st of each calendar year all products from two previous years will be automatically removed.
- 4. Environmental Erosion Control and Sediment / Pollution Control: All questions regarding this category's materials, both the current specifications and the products, should be directed to the CDOT Staff Environmental Branch SME.
- 5. Traffic Control Pavement Marking Material Sub-Category: All questions regarding pavement marking materials, both the current specifications and the products, should be directed the CDOT Staff Traffic Branch SME.
- 6. Geosynthetics and Geotextiles:
  Materials Bulletin (2008 Number 1) dated
  January 25, 2008 is posted at:
  <a href="http://www.codot.gov/Business/DesignSupport/Materials%20Bulletins/Materials%20Bulletins.htm">http://www.codot.gov/Business/DesignSupport/Materials%20Bulletins.htm</a>

This Materials Bulletin clarifies the terminology

and application of geosynthetics as specified in the Standard Specifications and the Standard Special Provision (SSP), Revision of Sections 208, 420, 605, and 712 – Geosynthetics and Geotextiles. For New York State web site navigation refer to (NYDOT APL Instructions) at <a href="https://www.dot.ny.gov/index?nd=nysdot">www.dot.ny.gov/index?nd=nysdot</a> . (See Item 420 on the OA Schedule.)

#### Concrete Mix Designs:

The APL website contains a folder listing concrete mix designs that have been preapproved. When a concrete mix is placed on the APL, it meets the most current CDOT Standard Specifications; however, it may not meet a CDOT project's Special Provisions. CP 62 is the procedure for approving all concrete mixes for use on a CDOT project. (see Chapter 600)

8. Warm Mix Asphalt (WMA) Mixes:

The APL website contains a folder listing approved WMA technologies and a folder listing approved contractors for specific WMA technologies that have been pre-approved for use on CDOT Projects. Use of a WMA mix on a Project shall be approved by the Project Engineer with the concurrence of the Region Materials Engineer.

- 9. Contractors are required to submit a document entitled Contractor's APL-QML Verification along with a copy of the Form #595 to the project engineer documenting the selection of the CDOT APL products and/or QML facility that they wish to include for project incorporation. (Example on Page 18.)
- 10. APL Quality Assurance Program:
  Upon selecting the sub-category or base-category the Product ID (PID), Product Name,
  Manufacturer, and Comments will be displayed.
- (a) By clicking on the PID / Form #595 the Pre-Approved Product Evaluation Request & Summary will be displayed. This will provide the customer with both a mini product data sheet and the information necessary for additional product analysis for specific utilization.
- (b) If a product fails to perform within minimum quality expectations contact the CDOT Product Evaluation Coordinator immediately via e-mail as listed in the APL web site.

**DISCLAIMER:** The Colorado Department of Transportation (CDOT) is not obligated to any manufacturer to use any of their products listed in the Approved Products List (APL). The APL simply documents that the listed products have been reviewed, tested, and evaluated against CDOT standards, and were found to be acceptable to be used in CDOT projects. Acceptance is based on product quality; however, price or availability may be the determining factor by a contractor or sub-contractor on the CDOT project.

The product shall be removed from the APL if Product Performance comments indicate that field performance is unacceptable to CDOT quality standards or if the product varies from the data as originally submitted. Additional disclaimer information can be found within the APL web site.

APL Category Adhesive:	APL Sub-Category Anchoring, Lateral:	APL Base Category Acrylic Cementitious Epoxy Polyester	Material Code 712.10.02.00 712.10.02.00 712.10.02.00 712.10.02.00
	Anchoring, Overhead: Bonding:	N/A Epoxy	712.10.02.00 712.10.01.00
Asphalt:	Asphalt Release Agent:	Truck Bed Only Truck & Equipment	401.09.01.00 401.09.01.00
	Binder:	PG 58-28 PG 58-34 PG 64-22 PG 64-28 PG 70-28 PG 76-28	702.01.01.01 702.01.01.02 702.01.01.03 702.01.01.04 702.01.01.05 702.01.01.06
	Emulsion:  Hydrated Lime: Roadway Patching:	CSS-1 CSS-1h CRS-2 CRS-2P CRS-2R CQS-1h HFMS-2 HFMS-2s HFMS-2s HFMS-2sP HFMS-2h HFRS-2P SS-1 SS-1h ARA-1P N/A Pre-Mixed [Bagged]	702.03.18.00 702.03.19.00 702.03.15.00 702.03.21.00 702.03.23.00 702.03.20.00 702.03.10.00 702.03.10.00 702.03.25.00 702.03.26.00 702.03.24.00 702.03.11.00 702.03.12.00 702.03.12.00 702.03.12.00 702.03.10.00 401.02.01.00
Bridge Structures:	Geocomposite Drain: Thin Bonded Overlay: Structural Wrapping Repair	N/A Epoxy Non-Epoxy N/A	712.08.01.01 519.01.00.00 519.01.00.00 601.09.02.00
Concrete:	Admixture:	Air Entraining Water-Reducing Retarding Accelerating Water-Reducing & Retarding Water-Reducing & Accelerating Water-Reducing, High Range Water-Reducing, HR & Retard.	711.02.01.00 711.02.01.00 711.02.01.00 711.02.01.00 711.02.01.00 711.02.01.00 711.02.01.00 711.02.01.00

APL Category Concrete	APL Sub-Category Admixture	Exten Speci ( <i>Cond</i> Pigme	Base Category Ided Set-Control Ific Performance Indicate Corrosion Inhibitor Integrally Colored Identicate Control Indicate Control Identicate Con	Material Code 711.02.01.00 711.02.01.00 711.02.01.00 711.02.01.00 711.02.01.00
	Curing Compound:	Type Type Type	1 [Clear, Wax Based] 1 [Clear, Resin Based] 2 [White Pigmented, Wax Based]	711.01.01.00 711.01.01.00 711.01.01.00 711.01.01.00
	Cement:	Portla Blenc	2 [White Pigmented, Resin Based] and Cement, ASTM C 150 led Cement, ASTM C 595 aulic Cement, ASTM C 1157	701.01.01.00 701.01.02.00 701.01.03.00
	Pozzolan:	Fly A Fly A High	sh, Class C sh, Class F Reactivity Fume	701.02.01.00 701.02.02.00 701.02.04.00 701.03.01.00
Concrete:	Fiber:	Macr	o Fiber Fiber	709.04.02.00 709.04.02.00
	Grout:	Gene	ral Purpose [Non-Shrink]	601.02.14.00
	Repair/Patching:		Tensioned Cable d Set, Horizontal	618.02.01.00 601.09.01.00.
	ricpan/r atoming.		d Set, Vertical & Overhead	601.09.01.00
			ing Agent	601.09.01.00
Drainage:	Culvert Pipe:		ert Lining [Repair]	707.12.01.00
	Manholes & Inlets:		n-Cut/Direct-Bury nole Riser	712.13.02.00 604.04.01.00
	Manifoles & mets.		ch Drain	712.14.01.00
			ic Drains	712.14.01.00
Environmental:	Sound Wall:		Absorptive Reflective	607.02.02.00 607.02.02.00
Erosion Control:	Soil Retention Rolled	<b>1</b> :	SRB [Biodegradable Class 1]	216.02.02.00
2,00,01,001,01			SRB [Photodegradable Class 1]	216.02.02.00
			SRB [Biodegradable Class 2]	216.02.02.00
			SRB [Photodegradable Class 2]	216.02.02.00
Erosion Control:	Soil Retention Rolled	d:	TRM [Class1] TRM [Class 2]	216.02.03.00 216.02.03.00
			TRM [Class 3]	216.02.03.00
			TRM [Class 4 / woven]	216.02.03.00
Erosion Control:	Ditch Control:		Silt Berm	208.02.02.00
Sediment/Pollution Ctrl	: Construction Inlet Pr	otect.:	Storm Drain Inlet Protect. (Type 1)	208.02.08.01
			Storm Drain Inlet Protect. (Type 2)	208.02.08.01 208.02.08.01
Sediment/Pollution Ctrl	· Concrete Washout S	Structur	Storm Drain Inlet Protect. (Type 3) e: Pre-Fabricated [Above Ground]	208.02.14.00
Sediment/Pollution Ctrl			Pre-Fabricated	208.02.15.01

APL Category Maintenance Maintenance Maintenance	APL Sub-Category Deicing, Liquid Deicing, Granular  Inhibitor / Enhancer	APL Base Category Magnesium Chloride (Cat. 1) Brining Salt, Dry, Std (Cat. 8A-B) Road Salt, Dry, Std (Cat. 8A-R) Wet Salt, Std (Cat. 8B) Brining Salt, Dry, Fine (Cat. 8C) Road Salt, Dry, Fine (Cat. 8C-R) Corrosion Inhib, NaCl (Cat. A-1) Corrosion Inhib, NaCl (Cat. A-3) Textile Traction Device	Material Code 712.04.01.00 712.04.02.00 712.04.02.00 712.04.02.00 712.04.02.00 712.04.02.00 712.04.02.01 712.04.02.01
Maintenance	Alternate Traction Device	Textile Traction Device	
Paint / Coating:	Anti-Graffiti: Concrete Corrosion Inhibitor: Epoxy Coating: Structural Concrete Coating: Structural Steel Paint: Wire Coating:	N/A	708.02.01.00 708.08.01.00 708.03.03.00 708.08.01.00 708.03.02.00
Pedestrian Safety:	ADA Truncated Dome:	Embedded	608.02.03.00
	Joint System	Retrofit N/A	608.02.03.00 705.01.03.00
Right-of-Way Structure:	Mailbox Support System: Utility Enclosure: Fence, Non-Standard Coating Pole Base Hardware:	N/A N/A J N/A N/A	210.13.01,00 604.04.02.00 710.03.01.00 713.05.01.00
Roadway Safety:	Cable Barrier:	NCHRP 350 TL-3	606.02.06.00
	Guardrail W-Beam:	NCHRP 350 TL-4 Guardrail End Treatment Guardrail End Treat., Spec. App. Guardrail Synthetic Blockout	606.02.06.00 606.02.03.00 606.02.03.00 606.02.04.00
	Crash Cushion:	Sand Barrel Array Guardrail Median Terminal Barrier End Treatment (Terminal) Impact Attenuator, Std, Perm. Impact Attenuator, Wide, Perm. Impact Atten., Lo-Maint, Perm. Impact Atten., Spec-App, Perm.	614.07.02.00 606.02.02.00 606.02.02.00 614.07.02.00 614.07.02.00 614.07.02.00 614.07.02.00
Roadway Safety:	Railing	Pedestrian & Bicycle Vehicle	514.05.01.00 606.02.05.00
Sealant [Joint & Crack]:	Asphaltic Plug Joint: Hot Poured, Joint/Crack:	N/A ASTM D 6690, Type II ASTM D 6690, Type IV ASTM D 5078	518.03.01.00 702.06.01.00 702.06.02.00 702.06.03.00
	Mastic:	Under Development	
Sealant [Joint & Crack]:	Silicone, Joint:  Pre-Formed Joint Filler: Loop Detector Slot:	Non-Sag Self-Leveling N/A One Component Two Component	705.01.01.00 705.01.01.00 705.01.02.00 705.01.01.00 705.01.01.00
Soil / Geotechnical:	Stabilization: Void Elimination:	Chemical, Liquid Polyurethane Foam, Hi Density	308.03.02.01

APL Category Traffic Control:	APL Sub-Category Portable Changeable Message:		Material Code 630.03.01.00
	o o	Vehicle Mount	630.03.01.00
	Arrow Board:	Type A	630.03.01.00
			630.03.01.00
		Type C	630.03.01.00
			630.03.01.00
	Speed Notification:	Radar/Message Trailer	630.03.01.00
	1	Speed Display Trailer	630.03.01.00
		Speed Display Device	630.03.01.00
	Traffic Control Enhancement:	AFAD	630.04.01.00
		Flashing Beacon	614.06.01.00
		Warning Light	630.08.02.00
		Raised Island, Temporary	630.08.02.00
		Rumble Strip, Temporary	630.08.02.00
		Glare Screen	630.08.01.00
	Channelizing Device:	Cone	630.05.01.00
	-	Tubular Marker	630.05.02.00
		Vertical Panel	630.06.01.00
		Drum	630.06.02.00
		Barricade, Type 1	630.06.02.00
		Barricade, Type 2	630.06.02.00
		Barricade, Type 3	630.06.02.00
	Channelizing Device:	Direction Indicator Barricade	630.02.02.00
	_	Longitudinal Channelizing Device	630.06.04.00
		Opposing Traffic Lane Divider	630.06.03.00
	Delineator:	Flexible Post	612.02.02.00
		Flexible, Multiple Hit Post	612.02.02.00
		Guardrail Mount	612.02.02.00
	Reflective Element:	Barrier (Solid Wall) Marker	612.02.04.00
		Guardrail & Post Marker	612.02.04.00
		Delineator Post Marker	612.02.04.00
		Linear Reflector Strip	612.02.05.00
	Post Anchoring:	Mechanical System	612.05.01.00
		Polyurethane Foam, Backfill	614.02.03.00
	Traffic Barrier, Temporary:	Barrier, Non-Concrete	630.07.01.00
		Barrier Gate	630.07.01.00
	Crash Cushion, Temporary:	Impact Attenuator, Temporary	630.08.04.00
		Truck Mounted Attenuator (TMA)	630.08.03.00
		Trailer Mounted Attenuator	630.08.03.00
Traffic Control:	Sign Stand:	N/A	630.02.01.00
Traffic Control:	Pave. Marking Material:	Preformed Plastic Tape, Type I, Perm.	
		Preformed Plastic Tape, Type II, Perm.	
		Preformed Plastic Tape, Type III Perm.	
		Thermoplastic, Hot Applied	713.12.01.00
		Thermoplastic, Preformed, Preheat	713.14.01.00
		Thermoplastic, Preformed, No-Preheat	
		Epoxy Paint, Standard	713.17.01.01
		Epoxy Paint, Modified	713.17.01.02
		Polyurea	713.17.02.00
		Methyl Methacrylate	713.19.01.00
		Recessed Pavement Marker	713.18.02.00
		Raised Flexible Marker (Temp.)	713.18.01.00
		Temp. / Construction, Tape	713.16.01.00
Troffic Control	Pian Chasting	Temp. / Construction, Paint	713.16.02.00
Traffic Control:	Sign Sheeting:	ASTM D 4956, Type IV ASTM D 4956, Type V	713.04.01.00 713.04.01.00
		ASTM D 4936, Type V ASTM D 4956, Type VI	713.04.01.00
		ACTIVID 4300, Type VI	7 10.04.01.00

APL Category	APL Sub-Category	APL Base Category ASTM D 4956, Type VI [Roll-up & Cone Collar] ASTM D 4956, Type VIII ASTM D 4956, Type VIII, Fluorescent ASTM D 4956, Type IX, ASTM D 4956, Type IX, Fluorescent ASTM D 4956, Type XI ASTM D 4956, Type XI ASTM D 4956, Type XI, Fluorescent Films / Miscellaneous	Material Code 713.04.01.00 713.04.01.00 713.04.01.00 713.04.01.00 713.04.01.00 713.04.01.00 713.04.01.00 713.04.01.00 713.04.01.00
Waterproofing:	Concrete Sealer:	Alkyl-alkoxy Silane Non-Alkyl-alkoxy Silane Penetrating Epoxy	515.03.01.00 515.03.01.00 515.03.01.00
***************************************	Elastomeric Membrane:	Micro-Subsurface Repair	515.03.01.00 705.09.01.00 705.08.01.00



#### 13369 W. Rocky Rd. Smallville, Colorado 91130 Phone 999-123-4567

Attn: Project Engineer

Date: July 10, 2016

Re: CDOT Contract ID: 53124

Re: CDOT Project No. CC 00-0000-00

Subject: Buy America Certification

Kryptonite Construction hereby certifies that the materials and quantities represented below, to be incorporated into the project, meet the contract Buy America requirements. We also certify that the Buy America paperwork and certifications required by Section 106.11 are on file at the project.

1.) 550 LF of 24" culvert pipe for bid item 603-01180

Clark Kent

Respectfully,

Construction Manager Kryptonite Construction Inc. EXAMPLE

**Buy America Requirements** 

(Per requirements of Subsection 4.1) (Original Signatures Required, No Facsimiles Accepted)

Note 1: The Buy America Certification is to always be received by the Project Engineer prior to

the steel or iron being incorporated into the project.

Note 2: The delivery date and/or the incorporation date may be included in the letter.



# Kryptonite Construction Inc.

#### Summary of Buy America Certifications Received for Installed Steel / Iron Products

CDOT Project No.: CC000-000-00

CDOT Contract ID: 53124

Summary for the Period Ending:

October 2016

	1		Quantity							BUY AMERICA	BUY AMERICA
]	1		Delivered to		Delivered		Installed		Installation	CERTIFICATION	CERTIFICATION
1	ltem	Item Description	Project	Unit	Cost*	Delivery Date	Quanity	Unit	Month	Date	Quantity
	603-01180	24" culvert pipe	550	LF		11-Jul-16	300	LF	Aug-16	10-Jul-16	550 LF
							250	LF	Oct-16	10-Jul-16	550 LF
Total	603-01180	24" culvert pipe	550	LF			550	LF			

repared by:	Title:	Dat	e:
· · · · · · · · · · · · · · · · · · ·			

#### **EXAMPLE**

Suggested format for the reconciliation of the Buy America Certification quantities with Installed Quantities. The Contractor shall submit this summary to the Project Engineer.

Subsection 4.1.G "The Contractor shall maintain a document summarizing the date and quantity of the material utilizing CDOT Item Number(s) and Item Description(s) delivered to the project, along with the quantity of material installed during the month."

**CLARIFICATION:** This Summary example indicates that the Period ended in October. The Buy America Certification date is from July 10th and the Delivery Date is from July 11th. This example document summarizes the quantity delivered along with the quantity installed.

<sup>\*</sup> If there is any foreign steel or iron permanently incorporated into the project the Contractor shall provide documentation of the project delivered cost of that foreign steel or iron.

Attn: Project Engineer



#### 13369 W. Rocky Rd. Smallville, Colorado 91130 Phone 999-123-4567

Date: November 28, 2016
Re: CDOT Contract ID: 53124
Re: CDOT Project No. CC 00-0000-00
Subject: Buy America Exception for Foreign Steel
Kryptonite Construction Inc. hereby certifies that throughout the entirety of the above referenced project there was one acquisition of steel / iron from a non-American source. The Minor Exception documentation is on file at the project's Contractor's trailer as required by Section 106.11 of the contract.
No Exception
X Minor Exceptions: Value less than 1/10 of 1% of the total contract cost or \$2,500.00 whichever is greater. Documentation is in our Project Files.
1.) 16 panels of ADA Truncated Domes which were imported from China were incorporated into the project. The total contract cost to date of imported steel or iron is \$1,831.66.
Respectfully,
Clark Kent Construction Manager Kryptonite Construction Inc.

EXAMPLE

**Buy America Requirements** 

(Per requirements of Subsection 4.1) (Original Signatures Required, No Facsimiles Accepted)

### American Glass Bead Inc.

Desert Ray, Tx. 76660 Phone: (254)562-2541 Fax: (254)562-2542 www.agbi.com

#### **CERTIFIED TEST REPORT**

Colorado Department of Transportation (CDOT) project number: MTCE 03-022

Name of Product: AASHTO M 247 Type 1 Colorado Spec Glass Beads

\*Product Code: AGBI- 0123 Product Batch Number: 021805

\*Product date of manufacturing: April 25, 2017

\*Quantity Shipped: 44000 Pounds

\* Date of Shipment: TBA

Laboratory Information:

\*AGBI Inc.: HWY 40 & FCR 145

\*Testing Date: 2/18/05

\* Samples Tested: Samples are from Batch # 021805

AASHTO Designation M 247

\*AASHTO M 247 Type 1 Colorado Spec Test Results: Gradation (ASTM Standard D 1214)

Sieve Designation	Specification for AASHTO M 247 Mass Percent Passing (Type 1)	Test Result
No. 20 (0.850 mm)	100	100
No. 30 (0.600 mm)	75-95	86.9
No. 40 (0.425 mm)	-	-
No. 50 (0.300 mm)	15-35	24.2
No. 80 (0.180 mm)	-	_
No. 100 (0.150 mm)	0-5	.7

AASHTO M 247 Type 1 Test Results: Other Properties

Element / Method	Specification for AASHTO M 247 Specification Limit	Test Result
Roundness/ASTM D 1155	70% min	71.4%
Crushing Resistance	Retained 0.425-mm (No. 40) sieve	Passing
ASTM D 1213	133N (30 lbs.) min.	
Refractive Index	1.50 min	1.52
(Ref: TTB1325C Section 4.3.3)		
Moisture Resistance	Non-Moisture absorption &	Passing
	Free flowing	_
Flotation	90% of all beads shall float in xylene	n/a

Certification of Material: The referenced material meets or complies with the AASHTO M 247 Type 1 Colorado Specification.

Billy Gilbons

18 May, 2017

Date

Billy Gibbons / Quality Control

EXAMPLE-CTR

[Per requirements of Section 7] (Original Signatures Required, Legible copy Accepted)

I hereby certify under penalty of	perjury that the material	listed in this Certified Test			
Report represents (quantity and units) of pay item					
	_ (pay item # and descri	ption) that will be installed in			
conformance with the plans and specifications on Project No.					
Contractor		Date			

#### North-By-Northwest, North-By-Northwest, Inc.

9876 S. Eva-Marie Blvd. Grant, South Dakota 54321 Phone 999-123-4567

#### **Certificate of Compliance**

Product Name: Universal Bridge Deck Expansion Joint

Model:.UBDEJ-101

Lot: 135-02

**Description:** Pre-formed Silicone gland, that can be bonded directly to an Elastomeric concrete joint interface with a single component silicone-locking adhesive.

#### **Material Testing Specifications:**

Property	<u>Test Method</u>	<u>Mean Value</u>
Durometer (Shore A)	ASTM D 2240	55
Tensile (psi)	ASTM D 412	650 psi
Elongation (%)	ASTM D 412	382 %
Tear (die B ppi)	ASTM D 624	88 ppi
Compression Set	ASTM D 395	30 %
At 350°F 22 hrs.		
Operating Temperature Range		-60° F to 450° F
Specific Gravity		1.51

#### State Specification Reference:

Colorado DOT Standard Specifications for Road and Bridge Construction, Section 412.13 (c). Project plans as required.

CDOT Project Number NH 0507-123

The above referenced tests were performed within our laboratory on May 10<sup>th</sup> 2017. All tests passed and the minimum required values were exceeded. Applicable laboratory test reports are available upon your request.

North-By-Northwest, Inc.

John Doe

John Doe Manager, Quality Assurance

Date: 12 May 2017

I hereby certify under penalty of	perjury that the material listed in this Certificate of				
Compliance represents	(quantity and units) of pay item				
· ·	(pay item # and description) that will be installed in				
conformance with plans and specification on Project Number					
Contractor	Date				



[Per requirements of Section 7] (Original Signatures Required, Legible copy Accepted)



#### 13369 W. Rocky Rd. Smallville, Colorado 91130 Phone 999-123-4567

#### **CONTRACTOR'S APL - QML VERIFICATION**

Date:
CDOT Contract ID
CDOT Project No.:
CDOT Project Location:
The following material was selected from the CDOT Approved Products List or the facility was selected from the CDOT Qualified Manufacturers List in accordance with the project plans, the 2011 Standard Specifications for Road and Bridge Construction, and the 2018 Field Materials Manual. Include CDO Form #595 with this letter if selecting from the APL.
QML Part/Sub-Part (per CP 11):
APL Category:
APL Sub-Category:
APL Base Category:
APL Reference No.:
Product / Facility Name:
Manufacturer:
Date of Web Site Review & Selection:
Kryptonite Construction Inc.
Veronica Dee
Veronica Dee Construction Manager
I hereby certify under penalty of perjury that the material listed in this Certificate of  Compliance represents (quantity and units) of pay item  (pay item # and description) that will be installed in  conformance with plans and specification on Project Number
Contractor Date

### EXAMPLE

(Per requirements of Subsection 7.3.d) (Original Signatures Required, No Facsimiles Accepted)

# APPENDIX D

### **CDOT Forms:**

CDOT Form #17 - Contractor DBE Payment Certification

CDOT Form #205 B - Sublet Permit Application

**CDOT Form #605 – Contractors Performance Capability Statement** 

CDOT Form #621 - Assignment of Antitrust Claims

# COLORADO DEPARTMENT OF TRANSPORTATION CONTRACTOR DBE PAYMENT CERTIFICATION Project Code (SA#):

#### Section I.

о.	<b>~</b> ·	
Prime	Cont	ractor

- List the DBE firms and the amount you have paid or will pay for work performed and materials used on this project
- Return both copies to the Project Engineer.
- Retain supporting documentation for a minimum of seven years from the project acceptance date.
- The contractor is required to provide written explanation(s) for final pay amounts that are less than the amount committed on CDOT Form 715 when the difference is 10% or greater. Use space below in Section II.

committee of CDO1 Form 713 when the difference is 10% of greater.	1	
DBE FIRM NAME	AMOUNT	TIER
Section II.		
Explain why your company paid less to the project's DBE(s) subcontracto	rs than was shown on CDOT	Form 715:

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made in this document are true and complete to the best of my knowledge.				
Prime Contractor's Name:	Date: / /			
Authorized Representative's Signature and Title:				

Distribution: Contracts and Market Analysis Branch (original)

Project Engineer

Region EEO Manager

Previous editions may be used until supplies are exhausted

Colorado Department of Transportation					Prime Contractor Name:			Project Number:
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Tier #2 Subco	tractor Signatu	ıre:			Name:			Date:
shall create a	contractual rela	tionship	n is approved subject to t between CDOT and the s Prime Contractor of any	ubcontracto	r. CDOT approval	of this applicat	tion is not an endo	
Project Engine	er Signature:				Name:			Date:
Region Civil Rights Office:								Date:

CDOT Form 205B 1/31/2013

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Distribution: Contract and Market Analysis (Records Mgmt) - Original

Contractor Region

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Page 2 of 2

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Contractor Region

# COLORADO DEPARTMENT OF TRANSPORTATION CONTRACTORS PERFORMANCE CAPABILITY STATEMENT

Р	гoi	ect	#
,	, -	COL	"

List names of partnerships or joint ventures    none		
1. List harries of partierships of joint ventures 1 Hone		
100		
<ol><li>List decreases in the contractors fiscal or workmanship qualif submitted to CDOT. (Attach additional sheets if necessary.)</li></ol>	ications compared to the last prequalification	statement
a. Key personnel changes 🏻 none		
7		
b. Key equipment changes [] none		
		·
c. Fiscal capability changes (legal actions, etc.)		
d. Other changes that may effect the contractors ability to pe	rform work. 🛘 none	
I DECLARE UNDER PENALTY OF PERJURY IN THE SEC		
OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON BEST OF MY KNOWLEDGE	N THIS DOCUMENT ARE TRUE AND CORF	RECT TO THE
Contractor's firm or company name	Ву	Date
	Tillo	
	Title	
2nd Contractor's firm or company name (if joint venture)	Ву	Date
(injunit volidity)		
	Title	

#### PROJECT NO.

# COLORADO DEPARTMENT OF TRANSPORTATION ASSIGNMENT OF ANTITRUST CLAIMS

Contractor and Colorado Department of Transportation (CDOT) recognize that in actual economic practice antitrust violations ultimately impact on CDOT. Therefore, for good cause and as consideration for executing this contract and for receiving payments hereunder:

- Contractor hereby irrevocably assigns to CDOT any and all claims it may now have or which may hereafter
  accrue to it under federal or state antitrust laws in connection with the particular project, goods or services
  purchased or acquired by CDOT pursuant to this contract.
- 2. Contractor hereby expressly agrees:
  - a. That, upon becoming aware that a third party has commenced a civil action asserting on Contractor's behalf an antitrust claim which has been assigned to CDOT hereunder, Contractor shall immediately advise in writing:
    - (1) Such third party that the antitrust claim has been assigned to CDOT, and
    - (2) CDOT that such civil action is pending and of the date on which, in accordance with subparagraph a. (1) above, Contractor notified such third party that the antitrust claim had been assigned to CDOT;
  - b. To take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder; and
  - c. Promptly to pay over to CDOT its proper share of any payment under an antitrust claim brought on Contractor's behalf by any third party and which claim has been assigned to CDOT hereunder.
- 3. Further, Contractor agrees that in the event it hires one or more subcontractors to perform any of its duties under the contract, Contractor shall require that each such subcontractor:
  - a. Irrevocably assign to CDOT (as a third party beneficiary) any and all claims that such subcontractor may have or which may thereafter accrue to the subcontractor under federal or state antitrust laws in connection with any goods or services provided by the subcontractor in carrying out the subcontractor's obligations to Contractor;
  - Upon becoming aware that a third party has commenced a civil action on the subcontractor's behalf asserting an antitrust claim which has been assigned to CDOT hereunder, shall immediately advise in writing:
    - (1) Such third party that the antitrust claim has been assigned to CDOT, and
    - (2) Contractor and CDOT that such civil action is pending and of the date on which, in accordance with subparagraph b. (1) above, the subcontractor notified such third party that the antitrust claim had been assigned to CDOT;
  - c. Take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder; and
  - d. Promptly pay over to CDOT its proper share of any payment under an antitrust claim brought on the subcontractor's behalf by any third party and which claim has been assigned or dedicated to CDOT pursuant hereto.

I, acting in my capacity as officer of a bidder (bidders if a joint venture) do agree to the above assignment of antitrust claims.

Contractor's firm or company name	Ву	Date
	Tille	
2nd contractor's firm or company name. (If Joint venture.)	Ву	Date
	Tille	
		**

Oversight / NHS	
FHWA REGION VIII OVERSIGHT?	■ NO □ YES
NATIONAL HIGHWAY SYSTEM?	■ NO □ YES

# DEPARTMENT OF TRANSPORTATION STATE OF COLORADO

Related Projects:
P. E. UNDER PROJECT:
Project Number SHO M555-033

DESCRIPTION OF PROJECT

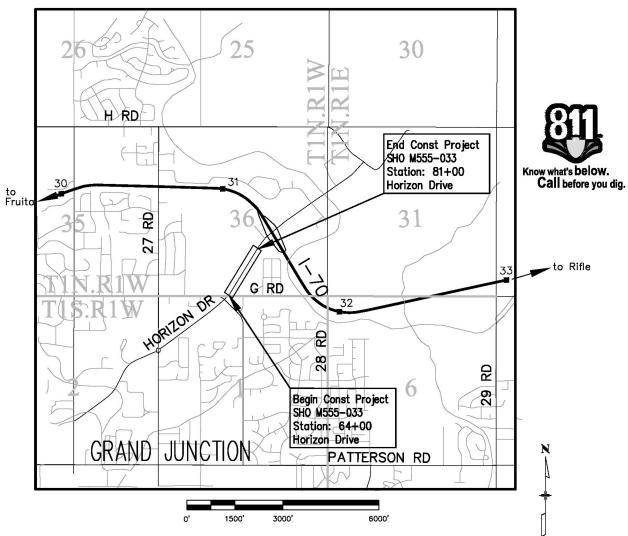
CONSTRUCT MODERN STYLE MID—BLOCK CROSSINGS FOR HORIZON DRIVE. THIS IS A HAZARD ELIMINATION FUNDED PROJECT WHICH INCLUDES AGGREGATE BASE COURSE, CONCRETE WALK, CURB, GUTTER, CONCRETE MEDIAN COVER MATERIAL, PEDESTRIAN LIGHTING, AND RECTANGULAR RAPID FLASHING BEACONS.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON JUNE 22, 2018 AT 10:00 AM AT THE MESA CONFERENCE ROOM LOCATED AT 606 SOUTH 9TH STREET (CDOT MAINTENANCE BUILDING), GRAND JUNCTION, COLORADO TO PRESENT A BRIEF OVERVIEW OF THE PROJECT AND TO ANSWER QUESTIONS FROM PROSPECTIVE BIDDERS.

HIGHWAY CONSTRUCTION BID PLANS OF PROPOSED
PROJECT NO. SHO M555-033
Grand Junction Horizon Drive Crosswalks
MESA COUNTY
CONSTRUCTION PROJECT CODE NO. 22497
SEC. 36, TOWNSHIP 1 NORTH, RANGE 1 WEST, UTE PRINCIPAL MERIDIAN

#### TABULATION OF LENGTH & DESIGN DATA

STATION	ROADWAY					
HORIZON DRIVE STA 64+00 TO STA 81+00				1700		to Fru
TOTAL				1700	0.32	
SUMMARY OF PROJECT LENGTH		,	,	FEET	MILES	
DESIGN DATA					HORIZON DRIVE	
MINIMUM RADIUS OF CURVE					**1 ft	
MAXIMUM GRADE					** 2.00%	
MINIMUM S.S.D. HORIZONTAL					NA	
MINIMUM S.S.D. VERTICAL					NA	
MAXIMUM DESIGN SPEED		35mph				
2015 DESIGN TRAFFIC DHV TRUCKS %		DHV = 915 ADT = 10166 2%				
CLEAR ZONE DISTANCE (TANGENT)					**NA	
CLEAR ZONE DISTANCE (for min radius)					NA	
* FOR INFORMATION ONLY	** Behind F	ace of Curb				•



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- 3 TYPICAL SECTION
- 4 GENERAL NOTES
- 5 SUMMARY OF APPROXIMATE QUANTITIES
- 6 PROJECT OVERVIEW
- 7 TABULATION OF REMOVALS
- 8-9 TABULATION OF NEW SURFACES
- 10 TABULATION OF PULL BOXES, CONDUIT,
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- 11 SURVEY TABULATION
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  - 44 TABULATION OF CONSTRUCTION TRAFFIC CONTROL DEVICES
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Colorado Department of Transportation

Region 3

606 South 9th Street Grand Junction, CO, 81501 Phone: 970-683-6351 FAX: 970-683-6369 SHY

	Sheet Revisions	
Date:	Comments	Init.
	Date:	



PROJECT LOCATION MAP

As Constructed	Contract Information	Project No./Code	
	Contractor:	, ,	
No Revisions:	Resident Engineer:	SHO M555-033	
Revised:	Project Engineer:	22497	
	PROJECT STARTED:/ ACCEPTED:/		
Void:	Comments:	Sheet Number 1	

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COLORADO DEPARTMENT OF TRANSPORTATION M&S STANDARDS PLANS LIST July 04, 2012

Revised on July 16, 2018

ALL OF THE M&S STANDARD PLANS, AS SUPPLEMENTED AND REVISED, APPLY TO THIS PROJECT WHEN USED BY DESIGNATED PAY ITEM OR SUBSIDIARY ITEM.

NEW OR REVISED STANDARD PLAN SHEETS APPLICABLE TO THIS PROJECT, INDICATED BY A MARKED BOX WILL BE ATTACHED TO THE PLANS.

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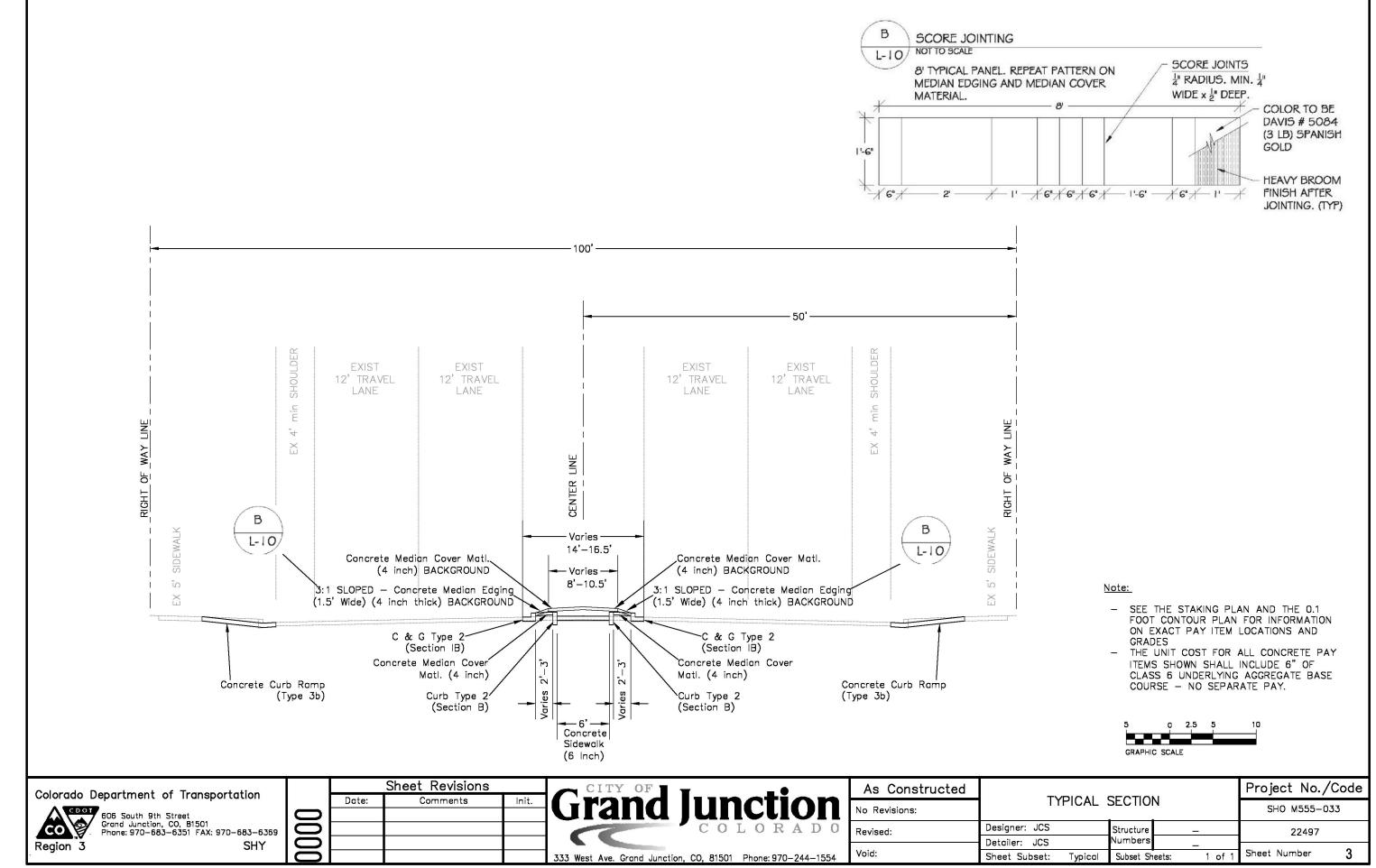
JBK/LTA Division of Project Support

STANDARDS PLANS LIST

STANDARD PLAN NO. STANDARDS PLANS LIST

Issued By: Project Development Branch July 4, 2012

Sheet No. 1 of 1



#### CONSTRUCTION

WHERE EXISTING ASPHALT PAVEMENT, CONCRETE PAVEMENT, OR CONCRETE SIDEWALK IS TO BE REMOVED, IT SHALL BE CUT FULL DEPTH TO A NEAT WORK LINE WITH A SAW OR CUTTING WHEEL AS APPROVED BY THE ENGINEER. CUT FACES SHALL NOT REMAIN OVERNIGHT. THIS WORK WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE WORK.

DEPTH OF MOISTURE - DENSITY CONTROL FOR THIS PROJECT SHALL BE AS FOLLOWS:
A. EXCAVATION REQUIRED FOR COMPACTION OF BASES OF CUTS AND FILLS WILL BE
CONSIDERED AS SUBSIDIARY TO THAT OPERATION, AND WILL NOT BE PAID FOR
SEPARATELY

UNLESS OTHERWISE DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AS SHOWN ON THE PLANS. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITION BY THE CONTRACTOR AT THEIR OWN EXPENSE. CONSTRUCTION ACTIVITIES IN ADDITION TO NORMAL CONSTRUCTION PROCEDURES SHALL INCLUDE THE PARKING OF VEHICLES OR EQUIPMENT, DISPOSAL OF LITTER, AND ANY OTHER ACTION WHICH WOULD ALTER EXISTING

THE HORIZONTAL AND VERTICAL GEOMETRY FOR THE CURB, GUTTER AND SIDEWALK IS SHOWN GRAPHICALLY ON THE STAKING PLANS

WATER SHALL BE USED AS A DUST PALLIATIVE WHERE REQUIRED. APPLICATION SHALL BE AS DIRECTED BY THE ENGINEER. WATER AS A DUST PALLIATIVE AND ANY OTHER WETTING SHALL BE INCLUDED IN THE WORK AND WILL NOT BE PAID SEPARATELY.

WATER SOURCE USED FOR MOISTURE DENSITY CONTROL SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE FREE OF EXCESSIVE SEDIMENTS OR OTHER CONTAMINANTS THAT MAY BE DETRIMENTAL TO EMBANKMENTS. SUB-BASES, AND BASE COURSE MATERIAL.

DURING CONSTRUCTION ACTIVITIES THE CONTRACTOR SHALL KEEP ALL WORK EQUIPMENT AND MATERIALS WITHIN THE EASEMENT AND/OR RIGHT OF WAY LIMITS.

THE FOLLOWING CLEAR ZONE CRITERIA SHALL BE USED DURING THIS PROJECT: 10 FEET ON HORIZON DRIVE.

SULFATE RESISTANT CONCRETE FOR THIS PROJECT SHALL BE CLASS 2 (TYPE I-II SULFATE RESISTANT CEMENT). WATER SOLUBLE SULFATE LEVELS WERE ENCOUNTERED IN THE SITE SOILS IN CONCENTRATIONS AS HIGH AS 0.5%.

EXCAVATION REQUIRED FOR COMPACTION OF BASES OF CUTS AND FILLS WILL BE CONSIDERED AS SUBSIDIARY TO THAT OPERATION AND WILL NOT BE PAID FOR SEPARATELY.

THE CONTRACTOR SHALL BE REQUIRED TO FIELD VERIFY LENGTHS, ELEVATIONS, LOCATIONS, AND THICKNESS BEFORE CONSTRUCTION.

NO VERTICAL SLOPES SHALL BE LEFT OVERNIGHT UNPROTECTED. ALL UNPROTECTED VERTICAL SLOPES SHALL BE FLATTENED TO A 4:1 SIDE SLOPE PRIOR TO THE END OF THE WORK DAY, OR AS DIRECTED BY THE ENGINEER.

FINAL STRIPING WILL BEGIN AT A POINT THAT MATCHES THE ADJACENT STRIPING LOCATION AND SPACING.

PREFORMED THERMOPLASTIC PAVEMENT MARKING (INLAID) EDGING SHALL BE STRAIGHT AND UNIFORM, AND UNIFORMLY ADHERED TO THE PAVEMENT.

ACCEPTANCE OF CONCRETE PAVEMENT SHALL BE BASED ON COMPRESSIVE STRENGTH.

THE CONTRACTOR WILL BE RESPONSIBLE FOR THE ADJUSTMENT OF ALL VALVE BOXES AND MANHOLES WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL NOTIFY THE IMPACTED UTILITY COMPANY AT LEAST 48 HOURS PRIOR TO ANY WORK BEING ACCOMPLISHED.

ANY EXISTING SIGNS OR SIGNS TO BE RESET THAT ARE DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE PROJECT.

MAGNESIUM CHLORIDE SOLUTION SHALL BE USED AS A SEAL COAT WHERE REQUIRED. LOCATIONS SHALL BE ORDERED AND DIRECTED BY THE ENGINEER.

THIS PROJECT IS DESIGNATED AS NON-SIGNIFICANT.

#### **UTILITIES**

THE CONTRACTOR SHALL PROTECT EXISTING UTILITIES BY USING EVERY REASONABLE MEANS POSSIBLE, INCLUDING FIELD LOCATION OF THE UTILITY. REPAIR OF DAMAGE TO THE EXISTING UTILITIES DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL DOCUMENT THE CONDITION OF EXISTING UTILITIES (VISIBLE FACILITIES) WITH THE ENGINEER AND UTILITY REPRESENTATIVES PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.

EXISTING UTILITY LINES AS SHOWN ON THE PLAN SHEETS ARE PLOTTED FROM THE BEST AVAILABLE INFORMATION, (ASCE STANDARD QUALITY LEVEL B).

UTILITY WORK NOT COMPLETED PRIOR TO THE START OF THE CONTRACTOR'S OPERATIONS WILL REQUIRE COORDINATION WITH CONTRACT WORK IN ACCORDANCE WITH SUBSECTION 105.11 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH UTILITY OWNERS IN THEIR REMOVAL, ADJUSTMENT, AND/OR RELOCATION OPERATIONS SO THAT THE UTILITY WORK CAN BE ACCOMPLISHED WITHOUT IMPACTING THE CONSTRUCTION SCHEDULE.

THE CONTRACTOR SHALL COMPLY WITH ARTICLE 1.5 OF TITLE 9, CRS ("EXCAVATION REQUIREMENTS") WHEN EXCAVATING OR GRADING IS PLANNED IN THE AREA OF UNDERGROUND UTILITY FACILITIES. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITIES AT LEAST TWO (2) BUSINESS DAYS, NOT INCLUDING THE ACTUAL DAY OF NOTICE, PRIOR TO COMMENCING SUCH OPERATIONS. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) AT 811 OR 1-800-922-1987, TO HAVE LOCATIONS OF UNCC REGISTERED LINES MARKED BY MEMBER COMPANIES. ALL OTHER UNDERGROUND FACILITIES SHALL BE LOCATED BY CONTACTING THE RESPECTIVE OWNER. FOR COOT OWNED UTILITY FACILITIES THE CONTRACTOR SHALL CALL THE COOT REGION 3 TRAFFIC SECTION AT 970-683-6271 TO REQUEST LOCATES. UTILITY SERVICE LATERALS SHALL ALSO BE LOCATED PRIOR TO BEGINNING EXCAVATION OR GRADING.

LOCATION AND NOTIFICATION OF BOTH UNCC MEMBER AND NON-MEMBER UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY.

IT IS SUGGESTED THAT THE CONTRACTOR INITIATE A REQUEST TO XCEL ENERGY, CENTURYLINK AND CHARTER COMMUNICATIONS FOR ANY CONSTRUCTION RELATED TO TEMPORARY ELECTRICAL POWER AND TELEPHONE SERVICE AS SCHOOL AS POSSIBLE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AT PIPES, CULVERTS, CBC'S, AND OTHER AREAS OF EXCAVATION AS NECESSARY TO ENSURE THE UTILITIES WILL NOT BE IMPACTED.

POTHOLING OF AN AREA SHALL TAKE PLACE 10 DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION OPERATIONS IN THAT AREA.

THE CONTRACTOR SHALL:

- A. NOTIFY UTE WATER, CITY OF GRAND JUNCTION WATER AND SEWER, AND ALL CUSTOMERS AFFECTED BY OUTAGE OF WATER DURING CONSTRUCTION AT LEAST 48 HOURS PRIOR TO DISRUPTION OF
- B. NOTIFY GRAND JUNCTION POLICE DEPARTMENT, GRAND JUNCTION FIRE DEPARTMENT, GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS, MESA COUNTY SHERIFF'S OFFICE, MESA COUNTY PUBLIC WORKS, COLORADO STATE PATROL, UTE WATER CONSERVANCY DISTRICT, UNITED STATES POSTAL SERVICE, GRAND VALLEY TRANSIT, AND FIRST STUDENT BUS COMPANY OF ALL STREET CLOSINGS AND EXISTING FIRE HYDRANTS TO BE TAKEN OUT OF SERVICE AT LEAST 48 HOURS PRIOR TO THE STATE OF CONSTRUCTION AND UPDATED ON A BI-WEEKLY BASIS.
- C. WHEN EXCAVATING BELOW EXISTING WATER OR SANITARY SEWER LINES THE CONTRACTOR SHALL SUBMIT, FOR APPROVAL, THE METHOD BY WHICH EXISTING WATER OR SANITARY SEWER LINES SHALL BE PROTECTED AND SUPPORTED.
- D. THE STATION POINT AND ELEVATION SHOWN ON THE PLANS FOR THE STANDARD STORM INLET AND MEDIAN INLET IS LOCATED AT THE CENTER OF THE INLET BOX. THE STATION POINT OF ALL OTHER DRAINAGE, IRRIGATION, AND SANITARY SEWER STRUCTURES IS LOCATED AT THE CENTER POINT OF THE STRUCTURE AS WELL.
- WATER LINE TRENCH PIPE ZONE MATERIAL, FROM 6-INCHES ABOVE THE TOP OF PIPE TO BOTTOM OF TRENCH (4-INCHES MINIMUM BELOW THE BOTTOM OF PIPE) SHALL NOT BE PAID FOR SEPARATELY, BUT WILL BE INCIDENTAL TO THE PIPE COST.

#### **ESTIMATED QUANTITIES**

FOR PRELIMINARY PLAN QUANTITIES, THE FOLLOWING RATES OF APPLICATION WERE USED:

DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF 1 PART EMULSIFIED ASPHALT AND 1 PART WATER.

IT IS ESTIMATED THAT THE FOLLOWING SHALL BE REQUIRED FOR THIS PROJECT, AS DIRECTED BY THE PROJECT ENGINEER FOR MISCELLANEOUS WORK:

```
        202-05004
        Sawing Concrete (4 Inch)
        24 LF

        202-05008
        Sowing Concrete (8 Inch)
        56 LF

        203-01597
        Potholing
        24 HR

        207-00205
        Topscil
        2 CY

        208-00207
        Erosion Control Management
        15 DAY

        613-10000
        Wiring
        1 LS

        620-00020
        Sonitery Facility
        1 LS

        625-00000
        Mobilization
        1 LS

        626-01003
        Public Information Services (Tier III)
        1 LS

        MCR
        "Minor Contract Revisions
```

201-00000 Clearing and Grubbing 1 LS

ASPHALT MILLINGS MAY BE SUBSTITUTED FOR ABC CLASS 6 AS APPROVED BY PROJECT ENGINEER. ANY USE OF ASPHALT MILLINGS THAT DOES NOT MEET THE APPROVED REQUIREMENTS SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.

#### ENVIRONMENTAL

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCEPTANCE AND CONTROL OF ALL SURFACE AND SUBSURFACE DRAINAGE AND GROUNDWATER ENTERING THE PROJECT AREA. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING DEWATERING IF NEEDED AT NO ADDITIONAL COST TO THE PROJECT. DEWATERING METHODS SHALL BE APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL OBTAIN A CONSTRUCTION DEWATERING PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT. THE PERMIT WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.

WHENEVER SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD, THE ROAD SHALL BE CLEANED AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM ROADS BY SHOVELING OR SWEEPING AND BE TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA. STREET WASHING SHALL NOT BE ALLOWED. STREET SWEEPING METHODS/OPERATIONS SHALL BE APPROVED BY THE ENGINEER PRIOR TO COMMENCEMENT OF SWEEPING OPERATIONS. OPEN STYLE MECHANICAL BROOM WILL NOT BE ALLOWED FOR STREET SWEEPING.

ALL STAGING AREAS AND EQUIPMENT SHALL BE KEPT OUTSIDE WETLAND AND RIPARIAN AREAS AND SHALL BE LOCATED AT LEAST 100 FEET FROM ANY WATERCOURSE.

THE CONTRACTOR SHALL ADDRESS LOCAL DRAINAGE DURING EACH PHASE OF CONSTRUCTION. THIS WORK WILL NOT BE PAID SEPARATELY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE WORK.

ANY DEWATERING WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCIDENTAL TO THE PROJECT.

#### PROJECT UTILITY CONTACTS

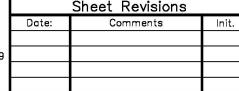
CHARTER COMMUNICATIONS JEFF VALDEZ 970-263-2314 CITY OF GRAND JUNCTION (SANITATION) LFF COOPER 970-244-1590 CITY OF GRAND JUNCTION (PERSIGO SEWER SYSTEMS) LARRY BROWN 970-256-4168 CITY OF GRAND JUNCTION (FIBER OPTIC) PAUL JAGIM 970-244-1591 CITY OF GRAND JUNCTION (IRRIGATION SPRINKLERS) 970-254-3843 MIKE VENDEGNA CENTURY LINK COMMUNICATIONS 970-244-4311 CHRIS JOHNSON UTE WATER DAVE PRISKE 970-242-7491 XCEL ENERGY (GAS) TILLMAN McSHOOLER970-244-2693 XCEL ENERGY (ELECTRIC) TILLMAN McSHOOLER970-244-2693

Colorado Department of Transportation



606 South 9th Street Grand Junction, CO, 81501 Phone: 970—683—6351 FAX: 970—683—6369

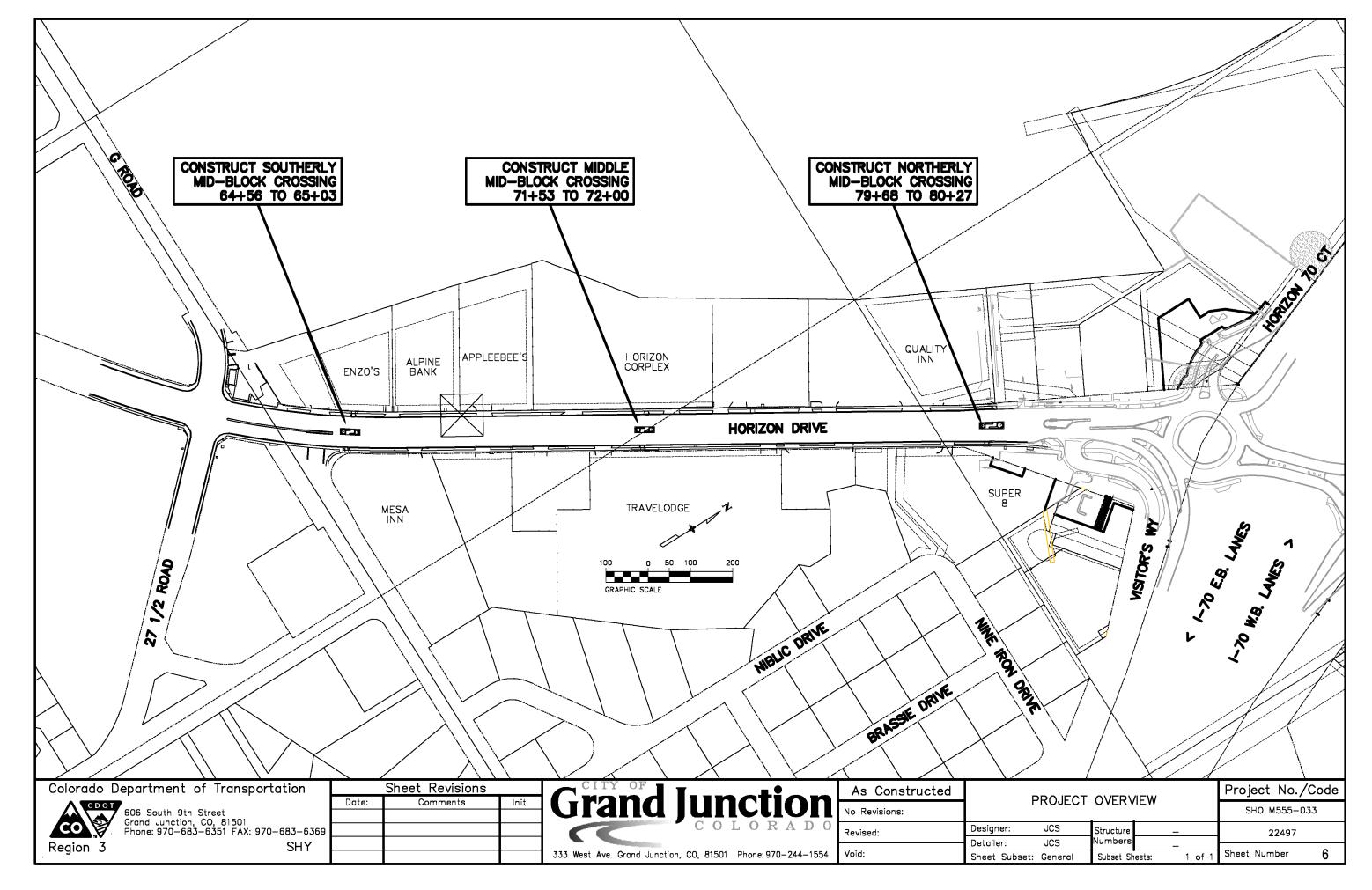
570–683–63 SHY



Grand Junction

333 West Ave. Grand Junction, CO, B1501 Phone: 970-244-1554

As Constructed	GENERAL	Project No./Code	
No Revisions:	GLNLIVAL	SHO M555-033	
Revised:	Designer: JCS	Structure _	22497
	Detailer: JCS	Numbers _	-
Void:	Sheet Subset: General	Subset Sheets: 1 of 1	Sheet Number 4



### TABULATION OF REMOVALS (202-00026) (202-00195) (202-00203) (202-00200) (202-00220) **REMOVAL OF REMOVAL** REMOVAL OF **REMOVAL OF** REMOVAL OF STATION OF MEDIAN SLOPE AND **CURB AND** SIDEWALK ASPHALT MAT COMMENTS **DITCH PAVING** COVER **GUTTER** SY SY SY LF Plan As Const HORIZON DRIVE 64+76.31 LT TO 64+94.72 LT 10 IN FRONT OF ENZO'S 64+74.84 LT TO 64+97.77 LT 14 3/4" WASHED ROCK IN FRONT OF ENZO'S 64+80.42 LT TO 64+90.87 10 IN FRONT OF ENZO'S 64+56.48 TO 65+03.36 75 SOUTH CROSSING 14 64+65 RT TO 64+79 RT IN FRONT OF MESA INN 64+75 RT TO 64+83 RT RIVER COBBLE IN FRONT OF MESA INN 64+65 RT TO 64+83 RT 20 IN FRONT OF MESA INN IN FRONT OF ALPINE BANK TO CONNECT ELECT - UTIL PLAN 67+45 LT 6 71+74.84 LT TO 71+90.06 LT 10 GRASS IN FRONT OF HORIZON CORPLEX 71+77.01 LT TO 71+87.02 LT 10 IN FRONT OF HORIZON CORPLEX 71+53.02 TO 71+99.99 75 MIDDLE CROSSING 71+65.32 RT TO 71+75.42 RT IN FRONT OF TRAVELODGE 10 71+46.21 RT TO 72+09.08 RT 36 IN FRONT OF TRAVELODGE 35 71+46.21 RT TO 72+09.08 RT IN FRONT OF TRAVELODGE 71+46.21 RT TO 72+09.08 RT GRASS IN FRONT OF TRAVELODGE 80+00.78 LT TO 80+12.18 LT 1 1/2" TAN GRANITE IN FRONT OF QUALITY INN 80+00.30 LT TO 80+10.32 LT IN FRONT OF QUALITY INN 10 79+68.21 TO 80+26.83 103 NORTH CROSSING 79+80.24 RT TO 79+90.24 RT IN FRONT OF SUPER 8 10 79+75.83 RT TO 79+93.82 RT 10 GRASS IN FRONT OF SUPER 8 79+75.83 RT TO 79+93.82 RT 10 IN FRONT OF SUPER 8 79+75.83 RT TO 79+93.82 RT GRASS IN FRONT OF SUPER 8 TOTAL 36 56 81 64 253

Colorado Department of Transportation		Sheet Revisions		CITY OF	As Constructed			Project No./Code
606 South 9th Street	Date:	Comments	Init.	<b>Grand Junction</b>	No Revisions:	TABULATION	OF REMOVALS	SHO M555-033
Grand Junction, CO, 81501 Phone: 970–683–6351 FAX: 970–683–6369				COLORADO	Revised:		Structure _	22497
Region 3 SHY				333 West Ave. Grand Junction, CO, 81501 Phone: 970-244-1554	Void:	Detailer: JCS Sheet Subset: TAB	Numbers	Sheet Number 7

STATION	(212-00050)	QOS	(213-00066) INORGANIC MULCH (3/4" WA SHED ROCK)	(213,000,65)	(RIVER COBBLE)	(213-00065)	INORGANIC MULCH (1 1/2" TAN GRANITE)	(304-06000)	AGGREGATE BASE COURSE (Class 6)	(412-00600)	CONCRETE PAVEMENT (6 Inch)		CONCRETE CLASS D (WALL)	(602-00000)	REINFORCING STEEL	(00000-809)	CONCRETE SIDEWALK		CONCRETE CURB RAMP (TYPE 1B)	(608-00010) CONCRETE CURB RAMP		(608-00015) DETECTABLE WARNINGS		(609-20010) CURB TYPE 2	(SECTION B)	(609-21010) CURB & GUTTER TYPE 2 (SECTION I-B)	(610-00030)	MEDIAN COVER MATERIAL (CONCRETE)	(610-00100)	MEDIAN EDGING	COMMENTS
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64+76.31 LT TO 64+94.72 LT								3				-			-	10				_	-			_		_			-		UNDER WALK
64+74.84 LT TO 64+97.77 LT			1			_						-			-	_				-	_	_		_		_					IN FRONT OF ENZO'S
64+80.42 LT TO 64+90.87 LT															-					9				-	-						IN FRONT OF ENZO'S
64+80.42 LT TO 64+90.87 LT								3																							UNDER RAMP
64+80.42 LT TO 64+90.87 LT																						12									ON RAMP
64+91.35, 39.21' LT										1																					RRFB SETS ON
64+91.35, 39.21' LT								0.25																							UNDER RRFB
64+56.48 TO 65+03.36										5																					AT 4 CORNERS S'LY CROSSING
64+56.48 TO 65+03.36																										83					SOUTH CROSSING - MEDIAN
64+56.48 TO 65+03.36																													73		SOUTH CROSSING - MEDIAN
64+56.48 TO 65+03.36																											175				SOUTH CROSSING - MEDIAN
64+56.48 TO 65+03.36												$\longrightarrow$			$\rightarrow$	$\rightarrow$				24	_										SOUTH CROSSING - MEDIAN
64+56.48 TO 65+03.36				_																		24									ON RAMP
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64+65 RT TO 64+70 RT				_	_	_						-		_	$\rightarrow$	$\rightarrow$		4			$\rightarrow$	_	_	_	_	_	_	_	_		S. PART OF RAMP IN FRONT OF MESA INN
64+70 RT TO 64+79 RT				_		_		2.5								-				8				_				-	-		N, PART OF RAMP IN FRONT OF MESA INN
64+65 RT TO 64+79 RT 64+70 RT TO 64+79 RT			_	_	+	_		3.5				-		_	$\rightarrow$	$\rightarrow$				$\rightarrow$	$\rightarrow$	12	_	_	-	_		_	-	_	UNDER RAMP IN FRONT OF MESA INN ON RAMP IN FRONT OF MESA INN
64+79 RT TO 64+79 RT		-	_	0.5	_	_						-		_	$\rightarrow$	_	_	_		-	-	12	_	_	-	_	_	_	$\rightarrow$		IN FRONT OF MESA INN
64+65 RT TO 64+83 RT			_	0.5	_							-			-	10				_	-					_					IN FRONT OF MESA INN
64+65 RT TO 64+83 RT			_	_		_		3				-			-					-	_			_		_					UNDER WALK
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67+45 LT								2								6															REPLACE WALK AT ALPINE BANK - SEE UTIL PLAN
71+74.84 LT TO 71+90.06 LT	21																														GRASS IN FRONT OF HORIZON CORPLEX
71+87.59, 39.29' LT										1																					RRFB SETS ON
71+87.59, 39.29' LT								0.25																							UNDER RRFB
71+77.01 LT TO 71+87.02 LT																				10				$\rightarrow$	$\rightarrow$						IN FRONT OF HORIZON CORPLEX
71+77.01 LT TO 71+87.02 LT								3							$\rightarrow$						$\rightarrow$	40		$\rightarrow$			_				UNDER RAMP
71+77.01 LT TO 71+87.02 LT			-											_	_	_				_	$\rightarrow$	12		$\rightarrow$			_				ON RAMP
71+53.02 TO 71+99.99			-							5				_	-	-				-	-		-	$\rightarrow$	-+				$\vdash$		AT 4 CORNERS MIDDLE CROSSING
71+53.02 TO 71+99.99 71+53.02 TO 71+99.99										J											-			-		83	_				MIDDLE CROSSING - MEDIAN
71+53.02 TO 71+99.99			-												-	-					-			-	-				73		MIDDLE CROSSING - MEDIAN
71+53.02 TO 71+99.99															-						$\rightarrow$			-			175				MIDDLE CROSSING - MEDIAN
71+53.02 TO 71+99.99																				24				-							MIDDLE CROSSING - MEDIAN
71+53.02 TO 71+99.99																						24									ON RAMP
71+53.02 TO 71+99.99								23																							MIDDLE CROSSING - MEDIAN
71+65.32 RT TO 71+75.42 RT																				8											RAMP IN FRONT OF TRAVELODGE
71+65.32 RT TO 71+75.42 RT								3																							UNDER RAMP
71+65.32 RT TO 71+75.42 RT																						12		$\rightarrow$			_				ON RAMP
71+46.21 RT TO 72+09.08 RT										31														$\rightarrow$							PAVE BETWEEN CURB AND WALK IN FRONT OF TRAVELODE
71+46.21 RT TO 72+09.08 RT					-			9																-			_				UNDER PAVE
71+46.21 RT TO 72+09.08 RT				_				- 4.4							$\rightarrow$	35					$\rightarrow$		_	$\rightarrow$			_				IN FRONT OF TRAVELODGE
71+46.21 RT TO 72+09.08 RT								11				40		_	_					_	_			$\rightarrow$	-				_		UNDER WALK
71+46.21 RT TO 72+09.08 RT 71+46.21 RT TO 72+09.08 RT												12		800							-			$\rightarrow$							WALL AT BOW IN FRONT OF TRAVELODGE
71+46.21 RT TO 72+09.08 RT								13						600	_						_			$\rightarrow$	_						IN WALL UNDER WALL FOOTER
71-40.21 KT TO 72709.00 KT				+				13							_						$\rightarrow$			-							UNDER WALL FOOTER
																- 1															



STATION	STATION	(212-00060) SOD	(213-00065) INORGANIC MULCH (314" WASHED ROCK)	(213-00065) INORGANIC MULCH (RIVER COBBLE)	(213-00066) INDRGANIC MULCH (1 1/2" TAN GRANITE)	(304-06000) AGGREGATE BASE COURSE (Class 6)	(412-00600) CONCRETE PAVEMENT (6 Inch)	(601-03060) CONCRETE CLASS D (WALL)	(602-00000) REINFORGING STEEL	(608-0000) CONCRETE SIDEWALK	(608-00010) CONCRETE CURB RAMP (TYPE 1B)	(608-00010) CONCRETE CURB RAMP (TYPE 3B)	(608-00015) DETECTABLE WARNINGS	(609-20010) CURB TYPE 2 (SECTION B)	(609-2-1010) CURB & GUTTER TYPE 2 (SECTION I-B)	(610-00030) MEDIAN COVER MATERIAL (CONCRETE)	(610-00100) MEDIAN EDGING	COMMENTS
### PROPERTY OF THE PROPERTY O		01											-			SF		
ENTATION   1		Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	
## SECTION   SEC	HURIZON DRIVE																	
MACHINE PROPERTY OF STATES   MACHINE   MACHI	09 LT TO 80+12 18 LT				1													IN FRONT OF QUALITY INN
## SPATION												10						IN FRONT OF QUALITY INN
## COLLAND COL						3												
## STATION  ## STA													12					
## 10 10 10 10 10 10 10 10 10 10 10 10 10							1											
## COMMENTS    COMMENTS   COMMENT						0.25												
## STATION    Fig. 12   1   1   1   1   1   1   1   1   1																		
## STATION  ## STA	9+68.21 TO 80+26.83						5											AT 4 CORNERS N'LY CROSSING
### PROPERTY OF THE PROPERTY O															108			NORTH CROSSING - MEDIAN
## 27 TO KN-28 3																	80	NORTH CROSSING - MEDIAN
FEET TO SECURE 1																300		NORTH CROSSING - MEDIAN
## STATION    Comments												32						NORTH CROSSING - MEDIAN
22 RT TO 79-90 24 RT 7 79-90 2	9+68.21 TO 80+26.83												24					ON RAMP
0.48 TT 079-96 24 RT 2	9+68.21 TO 80+26.83					31												NORTH CROSSING - MEDIAN
20-81 TO 79-90 ART 7																		
20.45 TO 70-90-24 RT 75-90-24	0.24 RT TO 79+90.24 RT											8						RAMP IN FRONT OF SUPER 8
PART TO 79-90 ART	0.24 RT TO 79+90.24 RT					2.50												UNDER RAMP
## STATION	0.24 RT TO 79+90.24 RT												12					ON RAMP
\$88 FT O 79-98 52 FT 50	78 RT TO 79+80.24 RT						1											RRFB SETS ON
SARTIO 79-98-92 PT	78 RT TO 79+80.24 RT					0.25												UNDER RRFB
\$38 RTTO 79-93-92 RT \$58 RT  79-93-92 RT \$59 RT  79-93-92 RT \$50 R	5.83 RT TO 79+93.82 RT	50																IN FRONT OF SUPER 8
SASETTO 76-98-92-877  SERION OF SASETTO TO 10-98-92-92-77  SAFETTO 10-98-92-92	5.83 RT TO 79+93.82 RT									10								IN FRONT OF SUPER 8
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STATION    Station   Stati														18				
STATION    (000000732  21   21   21   21   21   21   21   2	5.83 RT TO 79+93.82 RT					0.50												UNDER CURB
STATION    (000000732  21   21   21   21   21   21   21   2			-											-				
STATION    (000000735    13   14   15   15   10   10   10   10   10   10	QUEET 2 QUIDTOTAL	50		0	1	40.50	7	0		10	0	50	40	10	100	300	90	
SF CY CY CY TONS SY CY LB SY SY SY SF LF LF SF LF  Plan As Const Plan As	STILL I Z GODIOTAL	00		1 0 1	' '	40.00	, ,	, v	, , , , , , , , , , , , , , , , , , ,	10	, ,	1 00 1	1 40	10	100	1 000	30	
Plan As Const Pl	STATION	(212-00050) SOD	(213-00065) INORGANIC MULCH (3/4" WASHED ROCK)	(213-00066) INORGANIC MULCH (RIVER COBBLE)	(213-00065) INORGANIC MULCH (11/2" TAN GRANITE)	(304-06000) REGATE BASE (Class 6)	(412-00600) CONCRETE PAVEMENT (6 Inch)	(601-03050) CRETE CLASS (WALL)		(608-00000) CONCRETE SIDEWALK	(608-00010) CONCRETE CURB RAMP (TYPE 1B)	(608-00010) CONCRETE CURB RAMP (TYPE 3B)	<b>E</b>	(609-20010) CURB TYPE 2 (SECTION B)	(609-21010) CURB & GUTTER TYPE 2 (SECTION I-B)	(610-00030) MEDIAN COVER MATERIAL (CONCRETE)	(610-00100) MEDIAN EDGING	COMMENTS
SHEET I SUBTOTAL 21 1 1 0 100 43 12 600 61 4 83 96 0 166 350 146		SF	CY	CY	CY	TONS	SY	CY	LB	SY	SY	SY	SF	LF	LF	SF	LF	
SHEET I SUBTOTAL 21 1 1 0 100 43 12 600 61 4 83 96 0 166 350 146		Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	Plan As Const	
SHEET I SUBTOTAL 21 1 1 0 100 43 12 600 61 4 83 96 0 166 350 146																		
	OTALS TALLIED UP																	
				4	^	100	43	12	600	61	4	02	06	0	166	350	146	
SHEET 2 SUBTOTAL 50 0 0 1 41 7 0 0 0 10 0 10 10 10 10 10 10 10 10 10 1																		

Colorado Department of Transportation		Sheet Revisions		CITY OF I	As Constructed				Project No./Code
606 South 9th Street	Date:	Comments	Init.	<b>Grand Junction</b>	No Revisions:	TABULATION O	F NEW	SURFACES	SHO M555-033
Grand Junction, CO, 81501 Phone: 970–683–6351 FAX: 970–683–6369				COLORADO	Revised:	Designer: JCS	Structure	_	22497
Region 3 SHY				777 W	Maria	Betailer: 000	Numbers	_	Chart Number 0
3				333 West Ave. Grand Junction, CO, 81501 Phone: 970—244—1554	void:	Sheet Subset: TAB	Subset Sh	neets: 1 of 1	Sheet Number 9

STATION	ELEC CONDUIT	200) 2 inch TRICAL (PLASTIC)	ONE P	001) TYPE ULL BOX	FOUN	010) LIGHT NDARD IDATION	COMMENTS
		LF.		ΕA		EA	
	Plan	As Const	Plan	As Const	Plan	As Const	
HORIZON DRIVE							
04.75.54.40.00117			4				IN FRONT OF FNIZOIO
64+75.51, 42.62' LT			1				IN FRONT OF ENZO'S
64+79.10, 40.38' LT		-	4		1		IN FRONT OF ENZO'S IN FRONT OF ENZO'S
64+92.13, 42.73' LT	- 40		1				
64+75.51 LT TO 64+92.13 LT	10						IN FRONT OF ENZO'S
04.00.50							C END OF COUTH OROCCING IN MEDIAN
64+63.56			4		1		S. END OF SOUTH CROSSING IN MEDIAN
64+70.90, 0.86' RT			1				SOUTH CROSSING IN MEDIAN
64+80.93, 4.52' RT			1				SOUTH CROSSING IN MEDIAN
64+88.90, 0.93' LT			1				SOUTH CROSSING IN MEDIAN
64+63.56 TO 64+96.36	37						SOUTH CROSSING IN MEDIAN
64+84.34, 38.13' RT			1				IN FRONT OF MESA INN
64+80.39, 40.39' RT					1		IN FRONT OF MESA INN
64+76.46, 49.40' RT			1				IN FRONT OF MESA INN
64+69 RT TO 64+84.34 RT	30						IN FRONT OF MESA INN
67+44.98, 39.92' LT			1				PBX PLACE AT CONNECT TO ELECT IN FRONT OF ALPINE BANK
67+44.98, 39.92' LT TO 67+46.18, 58.77' LT	20						TIE TO ELECT IN FRONT OF ALPINE BANK
71+72.26, 39.81' LT			1				IN FRONT OF HORIZON CORPLEX
71+75.66, 42.83' LT					1		IN FRONT OF HORIZON CORPLEX
71+87.78, 42.29' LT			1				IN FRONT OF HORIZON CORPLEX
71+72.26, 39.81' LT TO 71+87.78, 42.29' LT	20						IN FRONT OF HORIZON CORPLEX
71+60.05, 0.62' LT					1		MIDDLE CROSSING IN MEDIAN
71+67.56, 0.49' RT			1				MIDDLE CROSSING IN MEDIAN
71+77.29, 3.96' RT			1				MIDDLE CROSSING IN MEDIAN
71+85.28, 1.52' LT		_	1			_	MIDDLE CROSSING IN MEDIAN
71+60.05, 0.62' LT TO 71+92.93, 0.67' LT	37	_					MIDDLE CROSSING IN MEDIAN
71100.00, 0.02 E1 10 71192.93, 0.07 E1	٥,	_					WIDDLE CHOOSING IN WEDIAN
71+64.71, 40.24' RT		_	1				IN FRONT OF TRAVELODGE
71+76.54, 40.40' RT		_	- '		1	_	IN FRONT OF TRAVELODGE
71+70.34, 40.40 KT 71+81.18, 38.04' RT			1				IN FRONT OF TRAVELODGE
71+64.71, 40.24' RT TO 71+81.18, 38.04' RT	25	_				_	IN FRONT OF TRAVELODGE
71+04.71, 40.24 KT TO 71+01.10, 30.04 KT	25	_				_	IN FRONT OF TRAVELODGE
		$\vdash$					
70±07.30 44.42U.T			4				IN EPONT OF QUALITY INN
79+97.39, 41.43' LT			1		- 4		IN FRONT OF QUALITY INN
79+98.86, 44.27' LT					1		IN FRONT OF QUALITY INN
80+11.12, 43.62' LT	,,		1				IN FRONT OF QUALITY INN
79+97.39, 41.43' LT TO 80+11.12, 43.62' LT	10						IN FRONT OF QUALITY INN
70.77.77							NORTH ORGANIE III III III
79+75.88					1		NORTH CROSSING IN MEDIAN
79+83.19, 1.61' RT			1				NORTH CROSSING IN MEDIAN
79+95.29,4.86' RT			1				NORTH CROSSING IN MEDIAN
80+08.46, 1.86' LT			1				NORTH CROSSING IN MEDIAN
79+75.88 TO 80+18.40	47						NORTH CROSSING IN MEDIAN
79+79.20, 43.97' RT			1				IN FRONT OF SUPER 8
79+91.36, 40.17' RT					1		IN FRONT OF SUPER 8
79+93.72, 40.30 RT			1				IN FRONT OF SUPER 8
79+79.20, 43.97' RT TO 79+93.72, 40.30 RT	25						IN FRONT OF SUPER 8
TOTAL	261		22	_	9		

Colorado Department of Transportation	Sheet Revisions							
↑ CDOT	Date:	Comments	Init.					
606 South 9th Street Grand Junction, CO, 81501 Phone: 970-683-6351 FAX: 970-683-6369								
Phone: 970–683–6351 FAX: 970–683–6369								
Region 3 SHY								

Grand	Junction COLORADO
	ion, CO, 81501 Phone: 970–244–1554

As Constructed	TABULATION OF	Project No./Code	
No Revisions:	CONDUI LIGHT STANDARD		SHO M555-033
Revised:	Designer: JCS	Structure	22497
	Detailer: JCS	Numbers _	
Void:	Sheet Subset: TAB	Subset Sheets: 1 of 1	Sheet Number 10

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Tabulations.dwg, Model	
N:\Landproj\2018 HORIZON DRIVE MID BLOCK CROSSINGS\DWG\CDOT Survey	

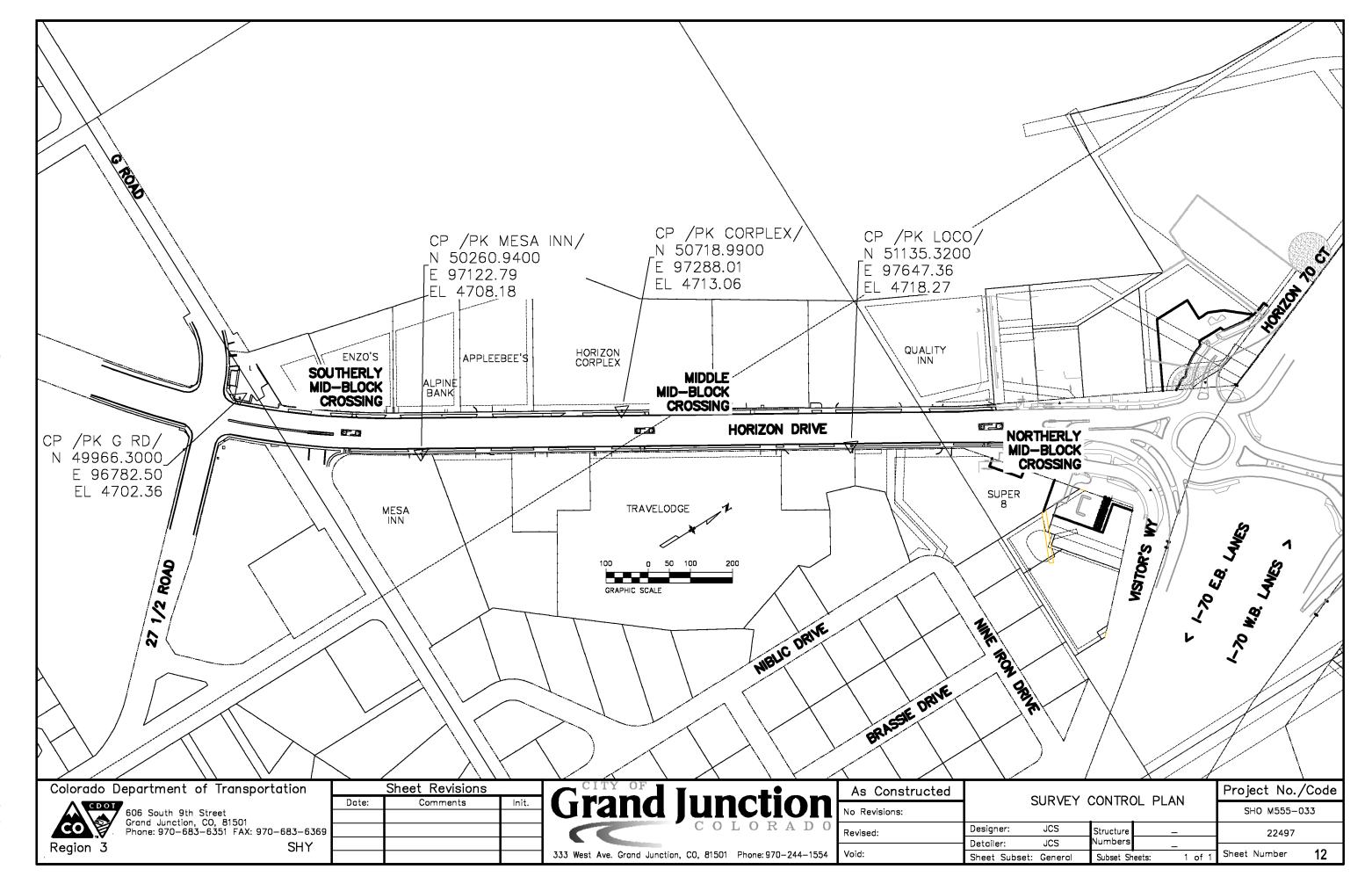
TO ESTABLISH GEOMETRIC CONTROL FOR THE CONSTRUCTION OF THIS		Pavements  — □ HMA - Hot Mix Asphalt (Section 403)	(Y/N) Interval Offset	— ■ Pavement Marking (Section 627) — □ Striping (Temp)
PROJECT, THE DEPARTMENT HAS PROVIDED THE FOLLOWING INFORMA  Format *	HON:	Concrete (Section 412)		Striping (Perm) Symbols
■ Horizontal Control Plan Sheet ■ Vertical Control Plan Sheet		Heating & Scarifying Treatment Prime Coat, Tack Coat & Rejuvenating Agent (Section 407)	Paver	C Other:
Roadway Alignment Original Terrain Data  Plan Sheet Plan Sheet		—  Seal Coat or Chip Seal (Section 409)		—   Temporary Lighting and Construction Traffic Control Devices (Section 630)  Signal pole locations and elevations (Temp)
□ Other: ————		□ Other:		🗀 Light pole locations and elevations (Temp) ( 🗀 Sign Locations (Temp)
* Specify the information format, ie., plan sheet, computer disk, computer printout, The information marked is either contained on the plans or is available from the	Fngineer	Roadway Elements	Tangent Curve Special Interval Interval Offset	C Other:
	_	Curb and Gutter (Section 609)  Drop inlets —	ਤੋਰ <mark>ੋ</mark> _	All Easements (Temp Staking by P.L.S. Only)
TYPE OF PROJECT  □ Landscaping □ Major Reconstruction (Intersection R	econstruction)	alianment and grades (Section 604)		🖂 Right of Way (Temp Staking by P.L.S. Only)
□ Signalization  □ New Roadway Construction     □ Safety Improvement □ Bridge Replacement	,	— Retaining Walls — Guard Rail (Section 606)	Left Center Right	WORK PERFORMED BY THE CONTRACTOR'S SURVEYOR UNDER SECTION 629:
<ul> <li>         □ Asphalt Overlay         □ Bridge Widening         □ Concrete Overlay         □ New Bridge     </li> </ul>		Sidewalk (Section 608) Overlay Stationing	Left Center Right Interval Interval Interval	
☐ Minor Widening ☐ Other:		Other:	<u> </u>	— □ Right of Way — □ Land corners, Aliquot corners
SURVEY WORK TO BE PERFORMED BY OTHERS:		Riprap (Perm) (Section 506)		🗀 Easements
WORK PERFORMED BY THE CONTRACTOR'S SURVEYOR UNDER SECTION		. □ Slope and Ditch Paving (Section 507) . □ Minor Structures		—  Reference the specified existing monuments: **  Replace the specified existing monuments: **
		Structure Excavation limits (Section 206)		🗀 Locate monuments. It is estimated hours are required.
<ul> <li>Establish and Maintain Project Centerline or Engineer Approved Offset Line(s)</li> <li>Verification and Maintenance of Horizontal and Vertical Control</li> <li>Verify or Determine existing grades and alignments</li> </ul>		Culverts (Section 603) Culverts w/ Headwalls and Wingwalls (Section 603) Culverts w/ Headwalls and Wingwalls (Section 603)	601) walls	NOTE: All 629 items shall include adequate research, calculations, and evaluations of evidence for monuments to be set.  ** A Tabulation of Survey Monuments may be provided on the plans.
<ul> <li>Verify or Determine existing topography</li> <li>GPS/RTS (Global Positioning System/Robotic Total Station) Construction Mach</li> </ul>	nine Control	Pipes (Section 603) Sanitary Sewer		GENERAL NOTES:
<ul> <li>Clearing and Grubbing Limits (Section 201)</li> <li>Removal Limits (Section 202)</li> </ul>		□ Storm Sewer □ Water		<ol> <li>Unless indicated otherwise on this Survey Tabulation Sheet, all survey work and staking intervals shall be done in accordance with the latest edition of the CDOT Survey Manual.</li> </ol>
□ Reset Items (Section 210)     □ Excavation and Embankment (Section 203)     □ Slope Staking (Y/N) (Y/N) (Y/N) (Y/N)	Grade Special Y/N) Interval	☐☐ Irrigation☐☐ Miscellaneous		2. Adequate information for establishing lines, grades, and locations for all work items have been specified
— Excavation and Embankment (Section 203)  Excavation  Unclassified  '(Y/N) (Y/N) (Y/N) (Y/N) (Y/N)	(Y/N) Interval Y 25'	Manholes (Section 604)		on the plans. Any additional information required to stake the item or element shall be generated by the Contractor's surveyor.
□ Stripping □ □ - □ -	-   -	Inlets (Section 604) Permanent Water Quality BMP (Section 208)		<ol><li>The Contractor's surveyor shall provide an estimate of the man-hours necessary to complete the work items indicated on this sheet. A copy of this sheet, with the estimated man-hours written on the</li></ol>
		□ Other:		blank line to the left of the specified items, shall be submitted with the Survey Schedule to the Engineer 14 days prior to the Pre-Construction Meeting.
		☐ Major Structures — Overhead Signs (Section 614), Concre and all other structures assigned a		Stakes and Monuments which are damaged or destroyed by the progress of construction shall be
C Potholing	!	<ul> <li>Structure Excavation limits (Section 206)</li> <li>Concrete Box Culverts (Section 603) w/ Heads</li> </ul>	walls and Wingwalls (Section 601)	replaced by the Contractor at no additional cost to the Department.
□ Embankment   5 Y   -   5	Y 25' -	<ul> <li>Piling locations and cut off elevations (Section</li> <li>Caisson locations and elevations (Section 503)</li> </ul>		<ol><li>Prior to beginning work on any subsequent operation, such as placing base course or paving, the Contractor shall certify in writing to the Engineer that the final grade is within specified tolerance.</li></ol>
— ☐ Site Grading		Footing locations, alignment, and elevations Abutment/Pier locations, alignment, and elevations.	tions	<ol><li>The Contractor's surveyor shall perform all field surveying and calculations necessary to tie plan grades into field grades.</li></ol>
		<ul> <li>── Wingwall skew angles/offsets</li> <li>── Structural concrete form locations</li> <li>── Substructure As—constructed survey</li> </ul>		7. The Contractor shall coordinate construction staking on the project with any utility work.
Landscaping			and Overhead signs (S-614-50)	<ol><li>Fieldbooks shall contain daily records of points set and or measurements observed. The information recorded shall contain: date, crew members' names, point no., description, staking information, and sketches. If the survey</li></ol>
In the second control of the second cont		Deck grades at Girder 10th or "n" th point loc	(longitudinal and transverse) cations and elevations	information is collected electronically, information recorded shall be provided to the Project Engineer in a hard copy format that is intuitive, clear and related to the supplemental information recorded in the field books. All
☐ ☐ Mulching (Section 213) ☐ ☐ Planting (Section 214)		Slope and Ditch Paving (Section 507)  Other:		linear surveys, such as slope stakes and blue tops, shall have the station and offset information related to the measured information. Non—linear surveys such as structures staking shall have sketches relating electronic
☐ Herbicide (Section 217) ☐ Other:		☐ Fencing (Section 607)		information, such as point numbers, to the sketch.
□ Erosion Control (Section 208)		🗀 Temporary´ 🗀 Permanent		9. The Contractor's surveyor shall submit the following fieldbooks to the Engineer:  Horizontal Control (Primary & Secondary)
□ Seeding (Temp) □ Silt Fence		Sound Barrier Other:		■ Vertical Control (i.e. Benchmarks)
		Delineators (Section 612)		□ Property Pin Ties ■ Horizontal Alignment
Riprap (Temp) Other:		□ Tèmporary ´ □ Permanent		■ Grading
	Special Special — — — — — — — — — — — — — — — — — — —	■ Lighting (Section 613) and Traffic Control Devices (Perm	anent) (Section 614)	☐ Slope Staking ■ Minor Structures
■ Untreated Subgrade 👸		Signal pole locations and elevations Light pole locations and elevations	, ,	
— □ Treated Subgrade □ □ −   −   −   →   →   →   →   →   →   →	-   -	Sign locations		□ Other Fieldbook(s):
— □ Reconditioning		<ul> <li>Field verify sign post locations, elevations, and</li> <li>Other:</li> </ul>	i lengths before labrication.	
Other:				
		CI MIL OF		
and about the analysis of the second	Revisions	Cropd Innet	As Constr	3011121
606 South 9th Street	omments Init.	<b>Grand Juncti</b>	No Revisions:	TABULATIONS SHO M555-033
Grand Junction, CO, 81501 Phone: 970-683-6351 FAX: 970-683-6369		COLOR	A D O Revised:	Designer: JCS Structure _ 22497
Region 3 SHY		333 West Ave. Grand Junction, CO, 81501 Phone: 976	0-244-1554 Void:	Detailer: JCS Numbers Sheet Subset Survey Tob Subset Sheets 1 of 1 Sheet Number

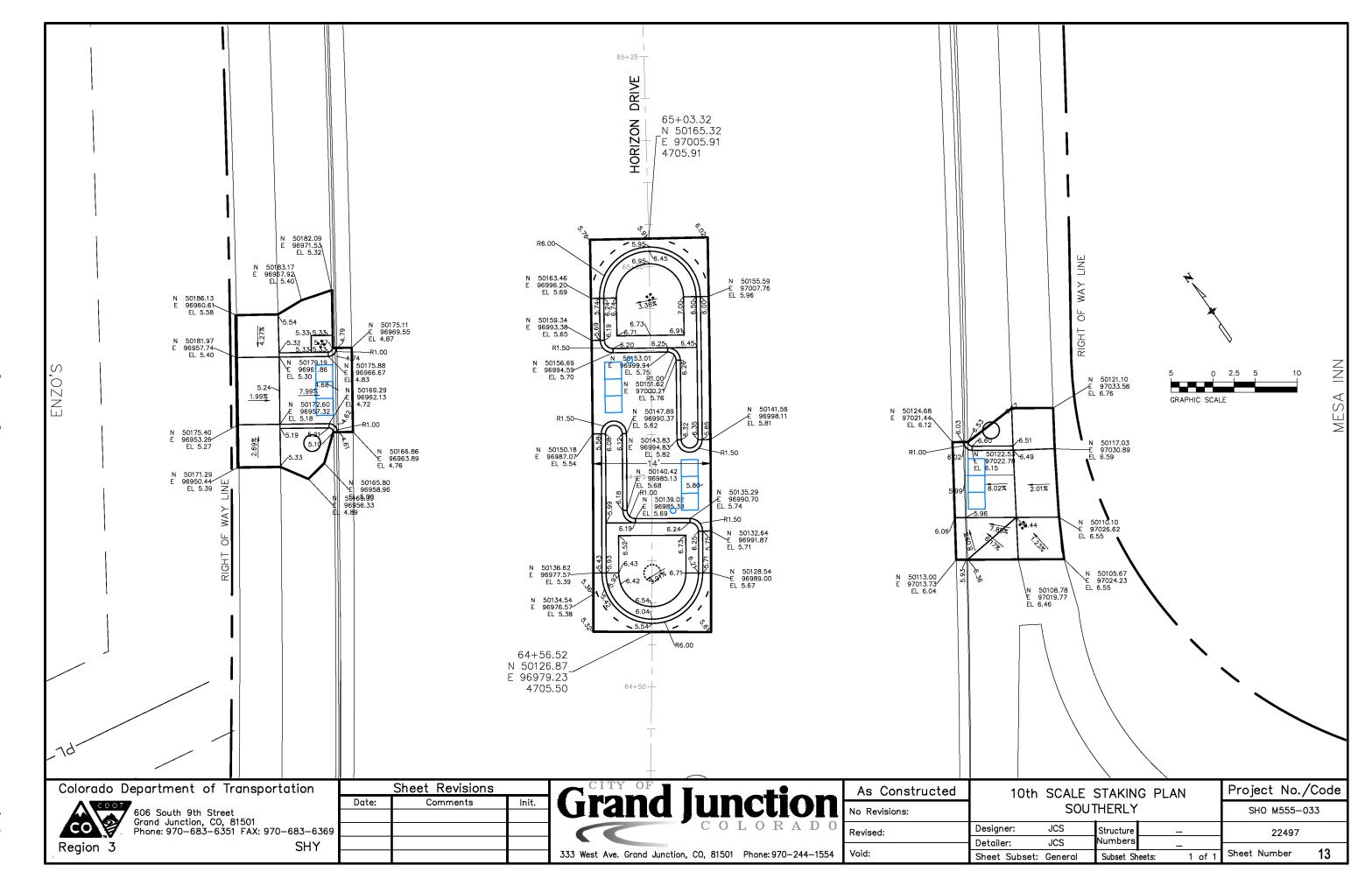
333 West Ave. Grand Junction, CO, 81501 Phone: 970-244-1554

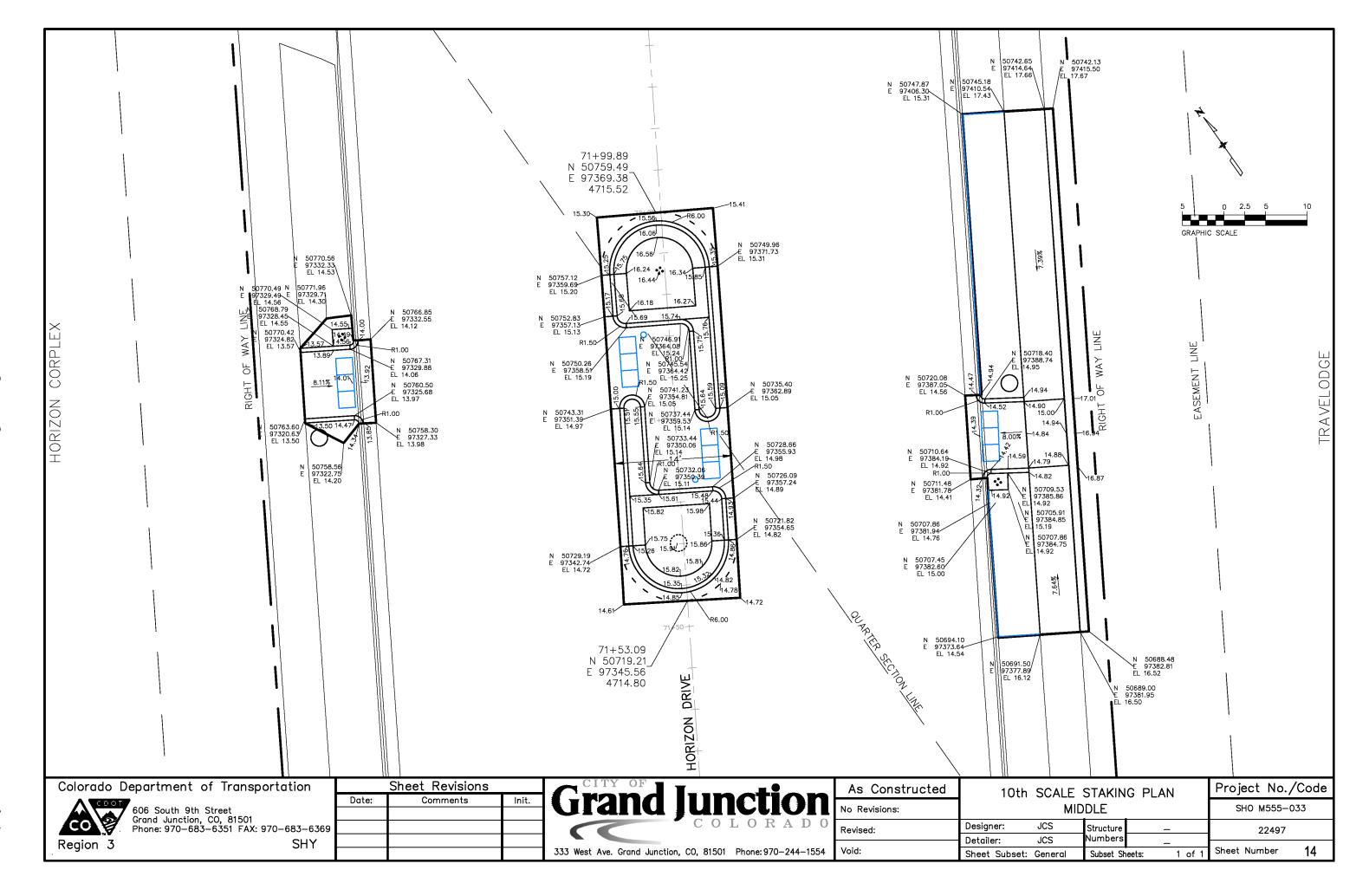
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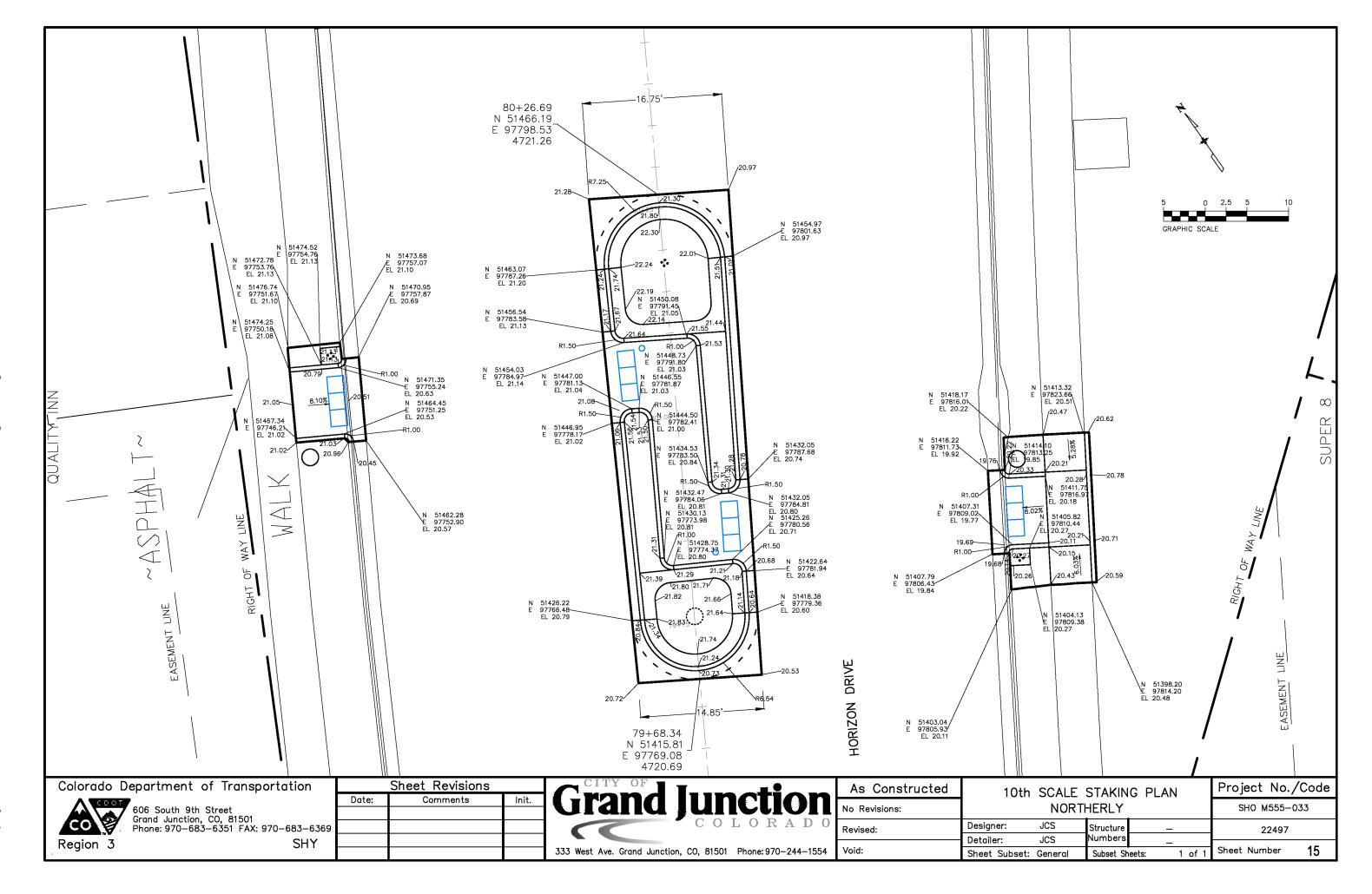
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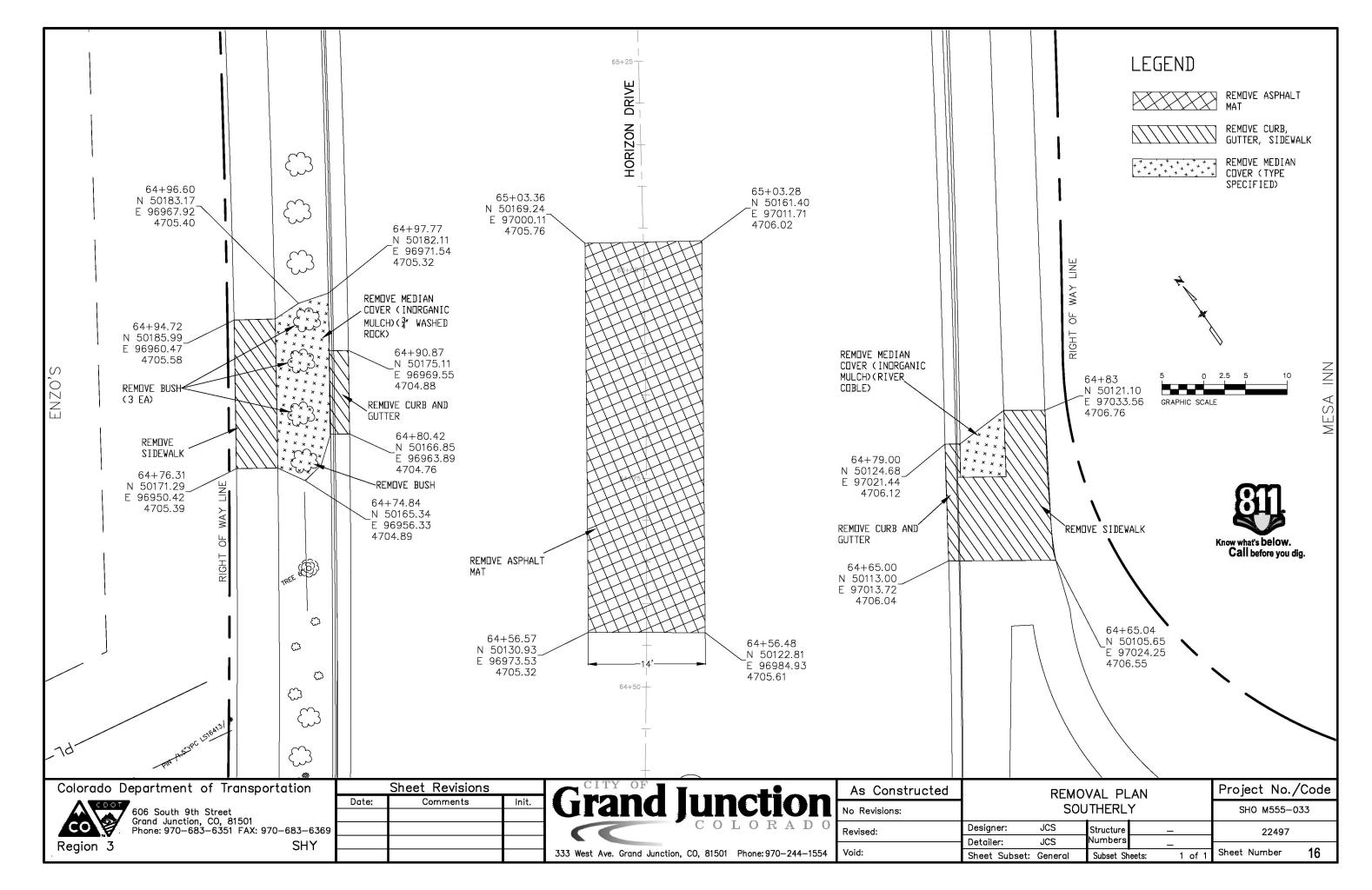
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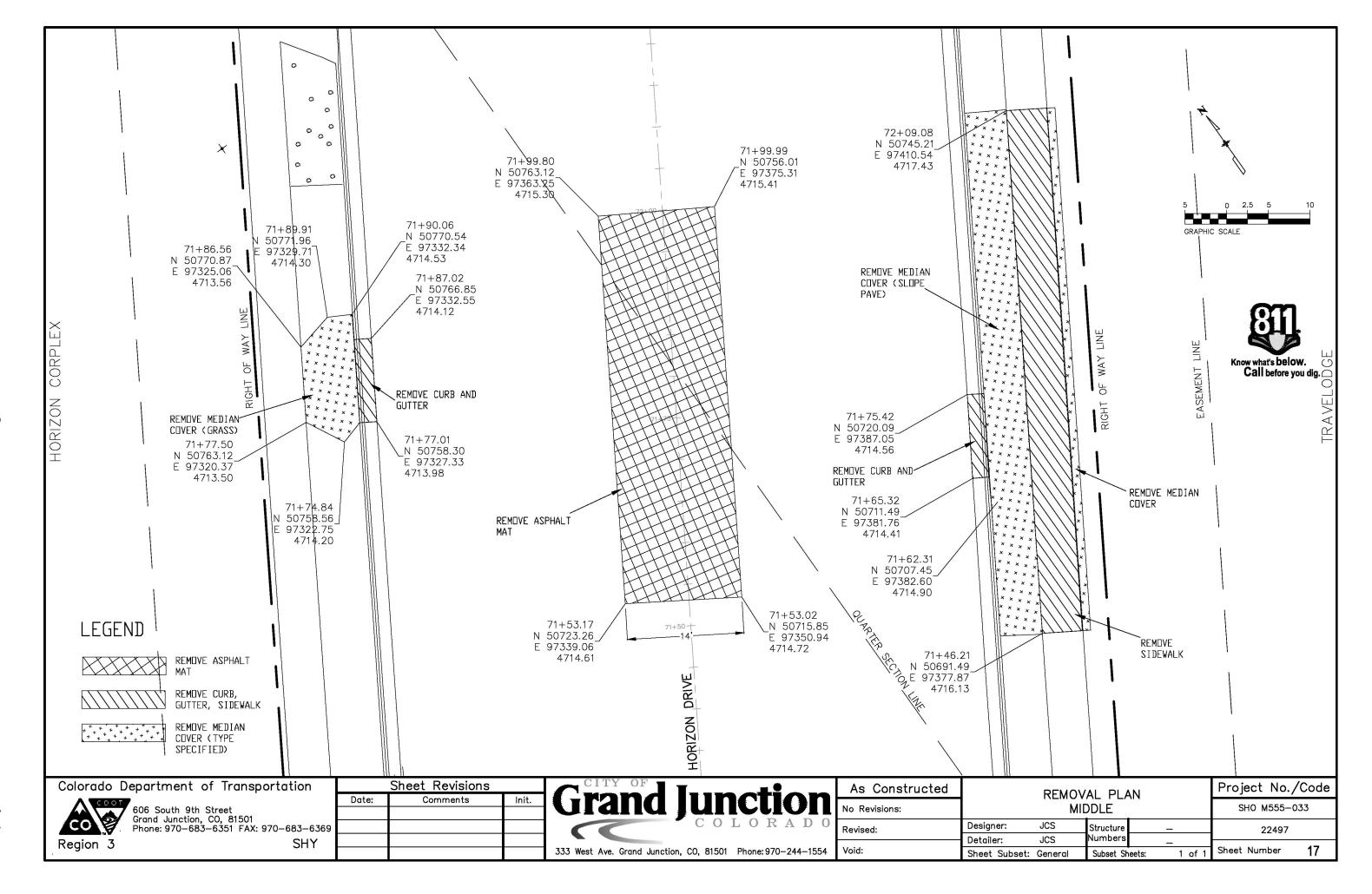


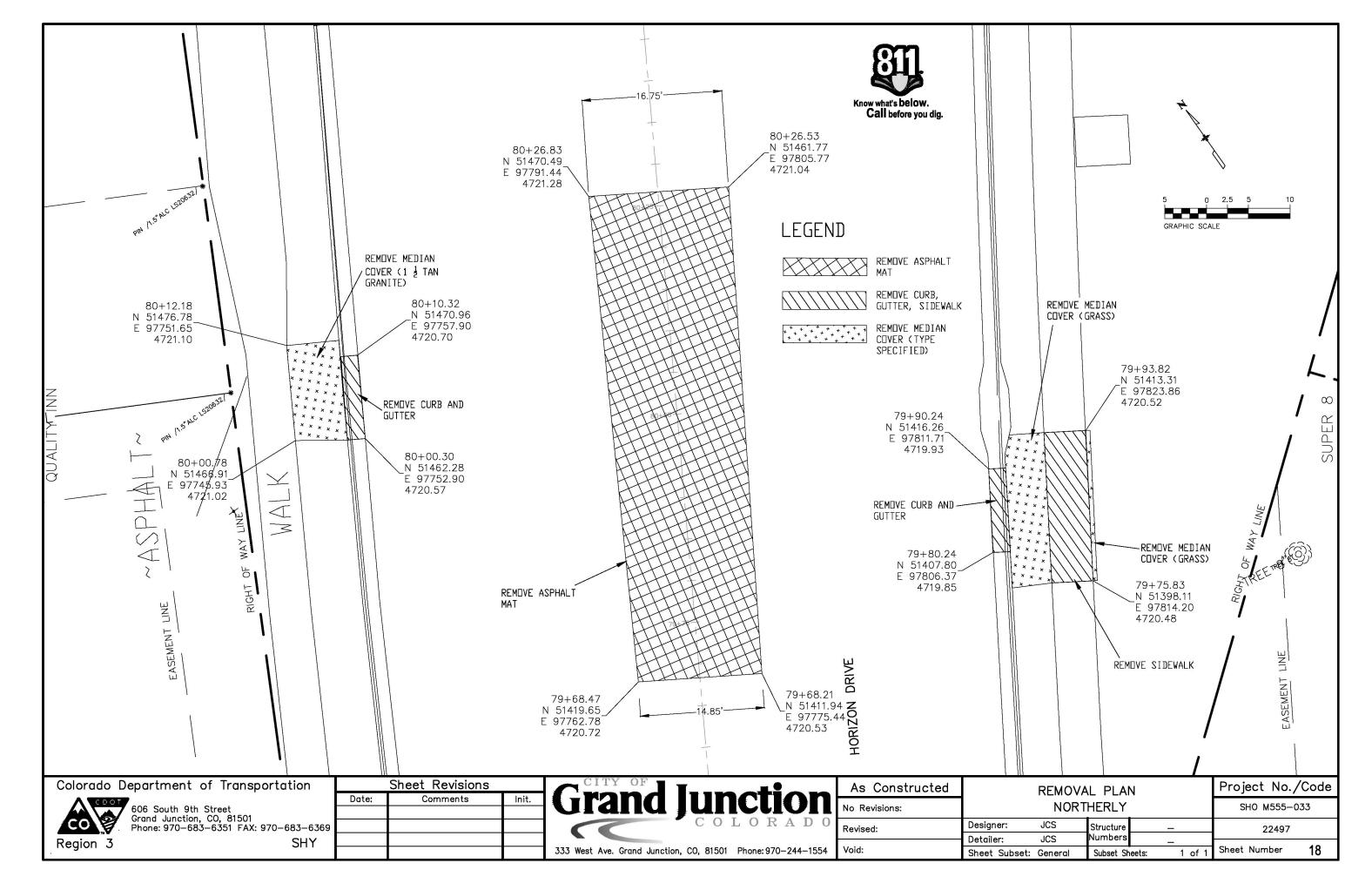


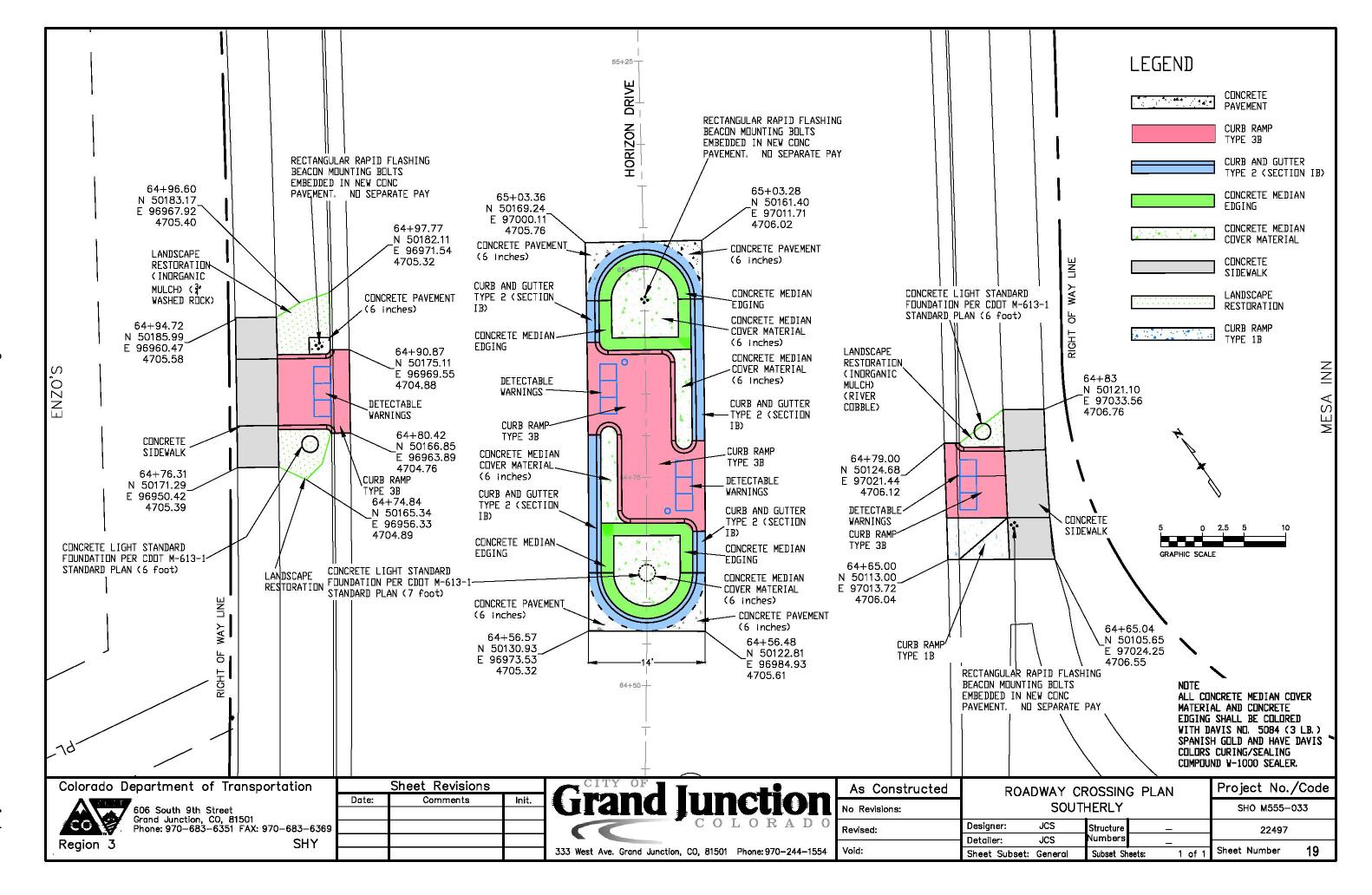


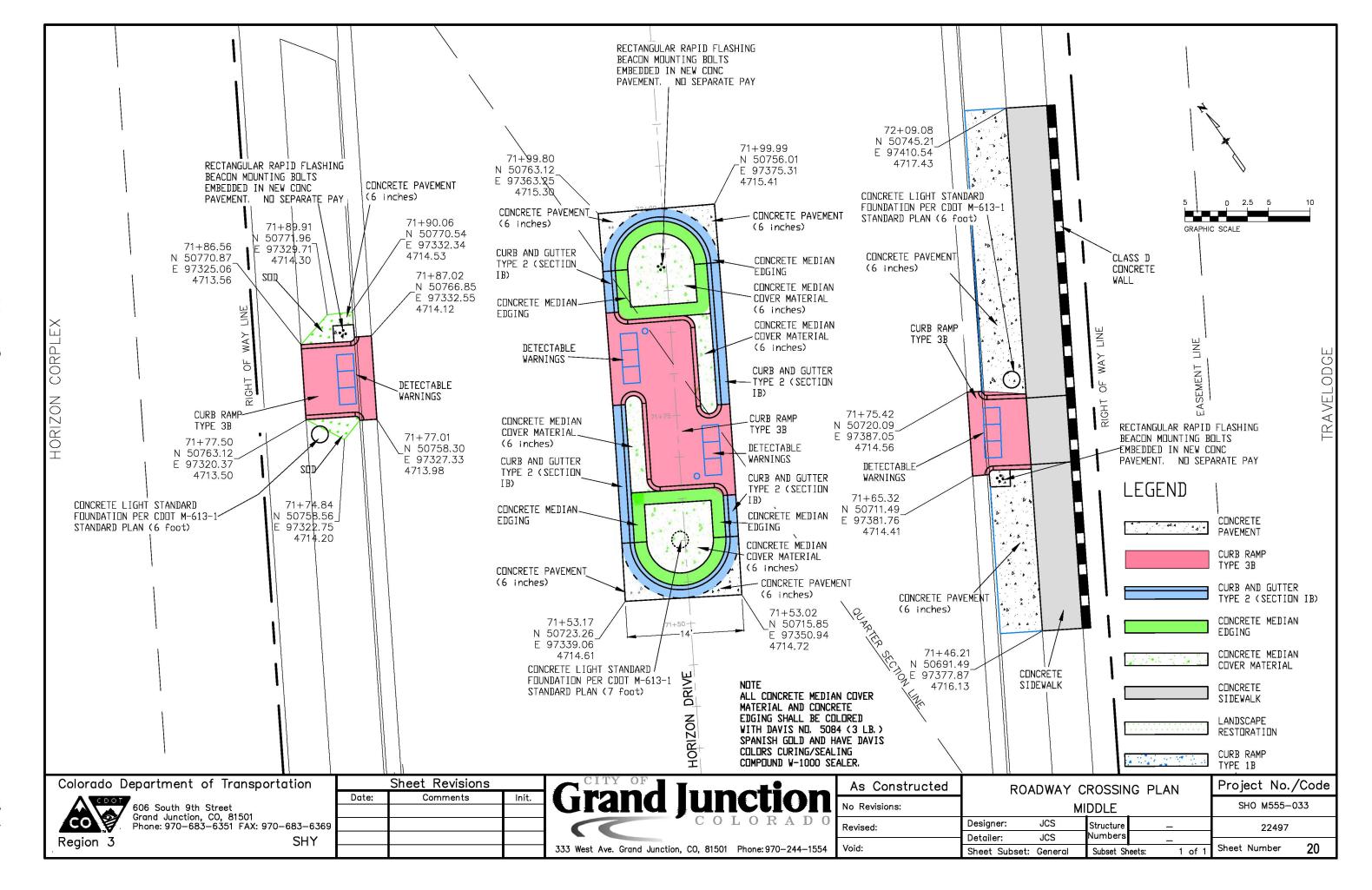


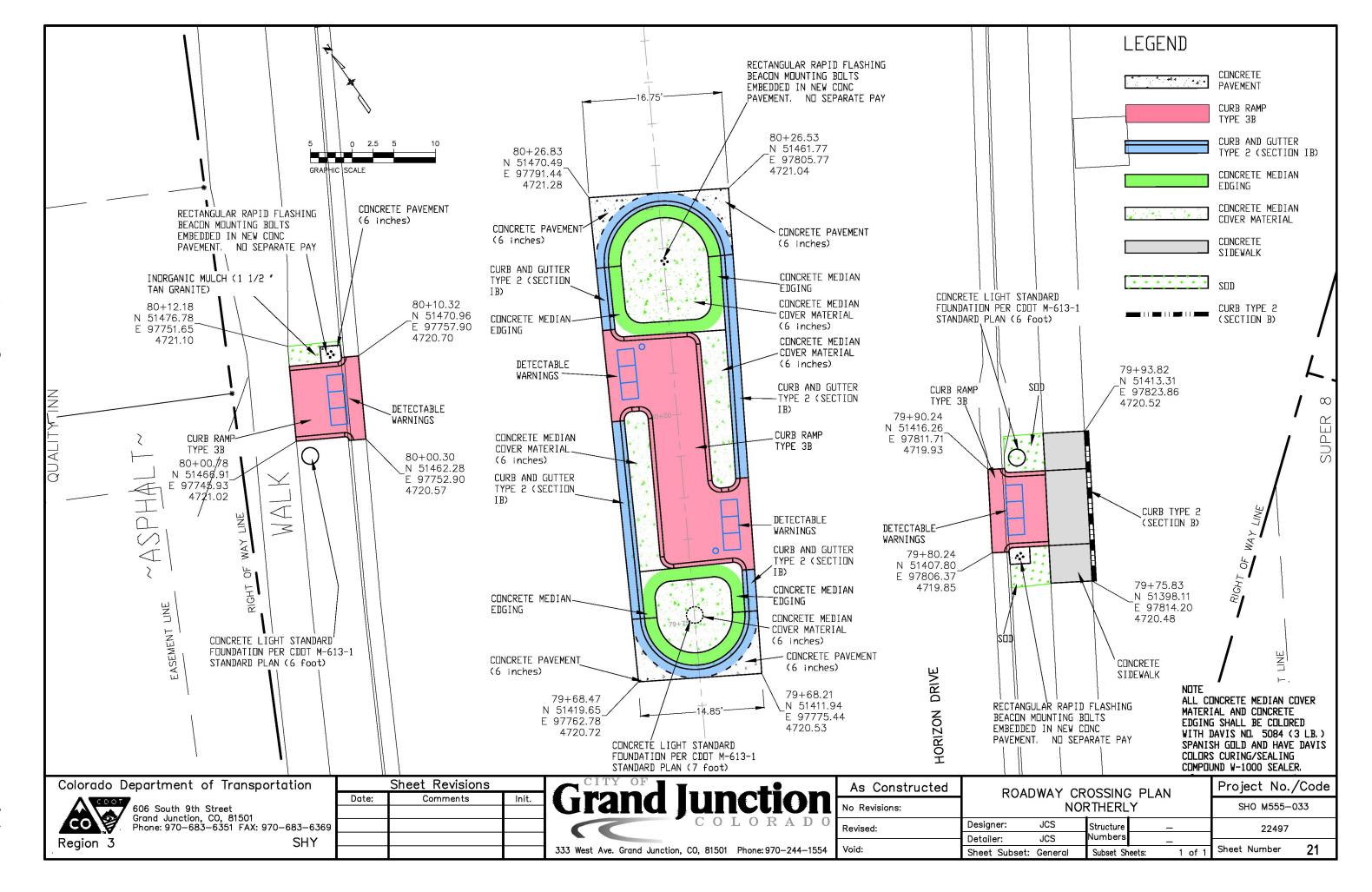


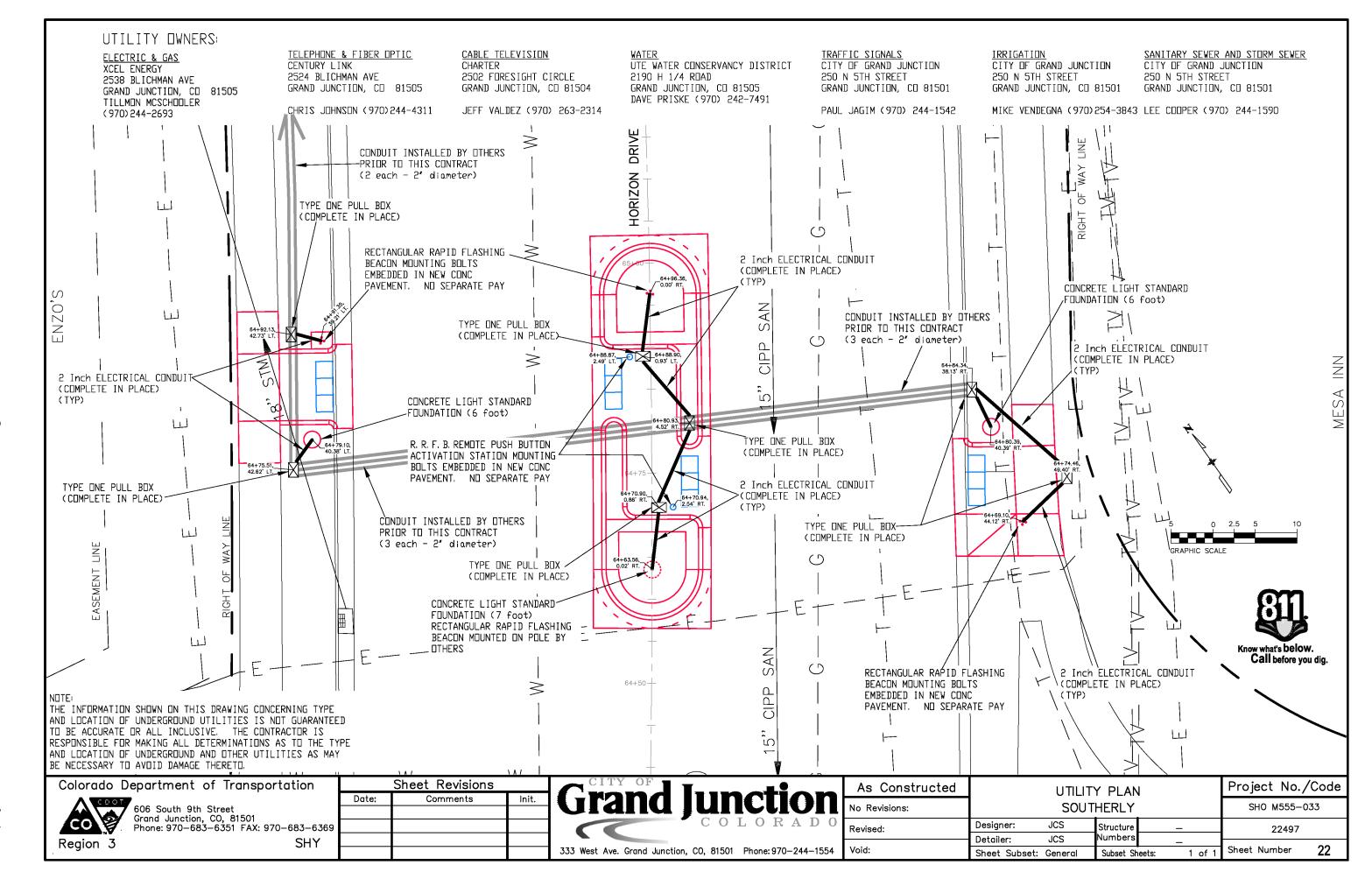


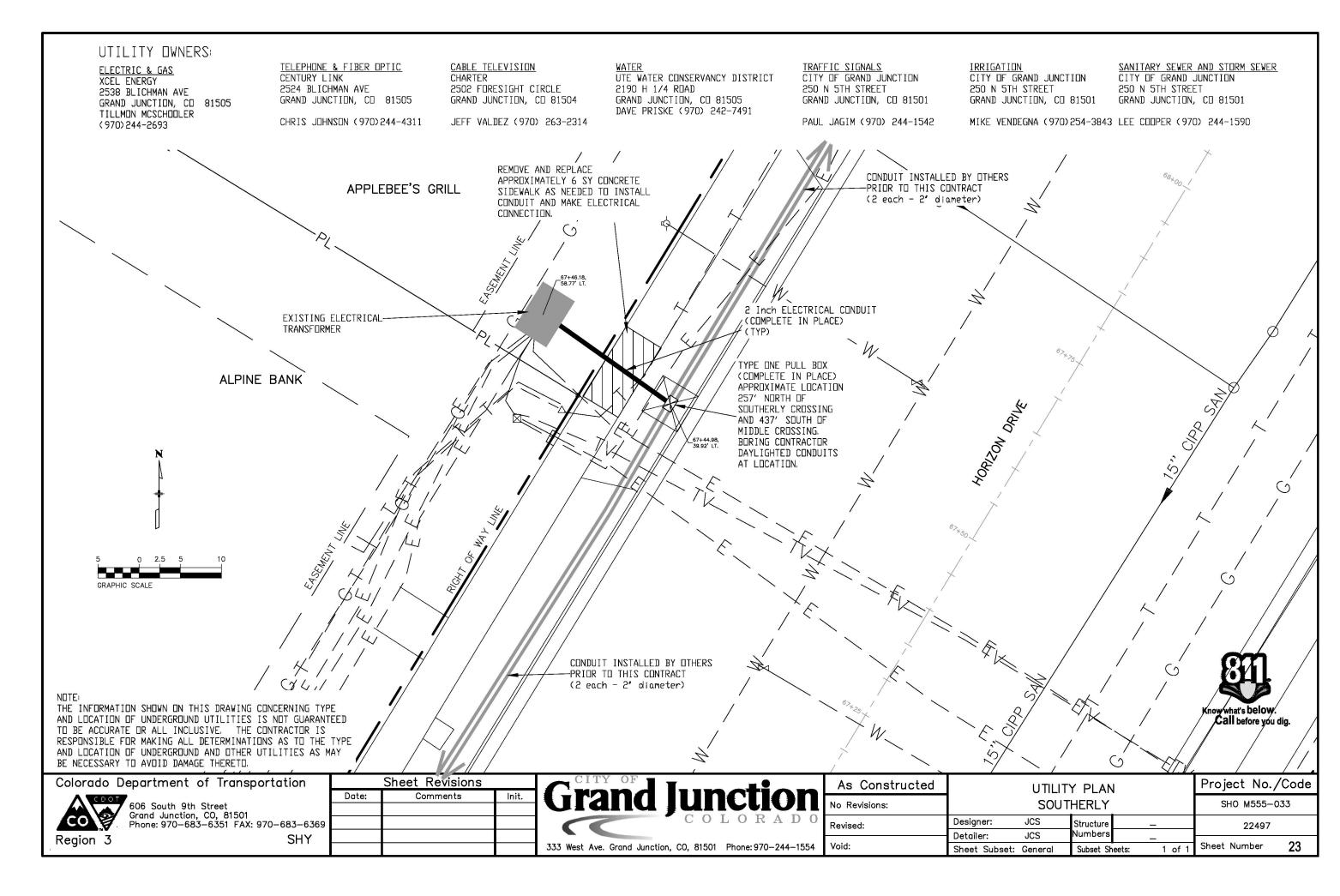


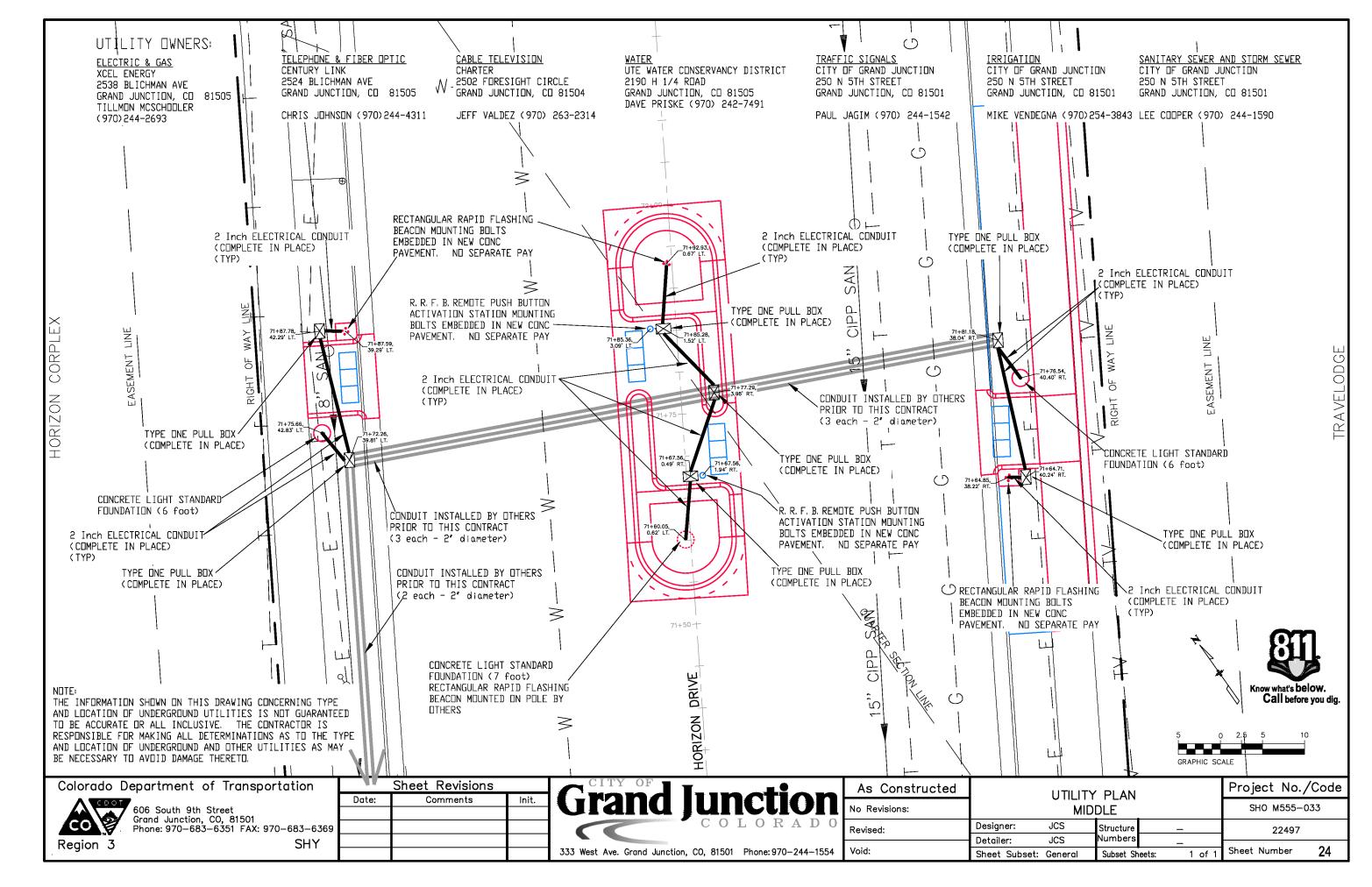


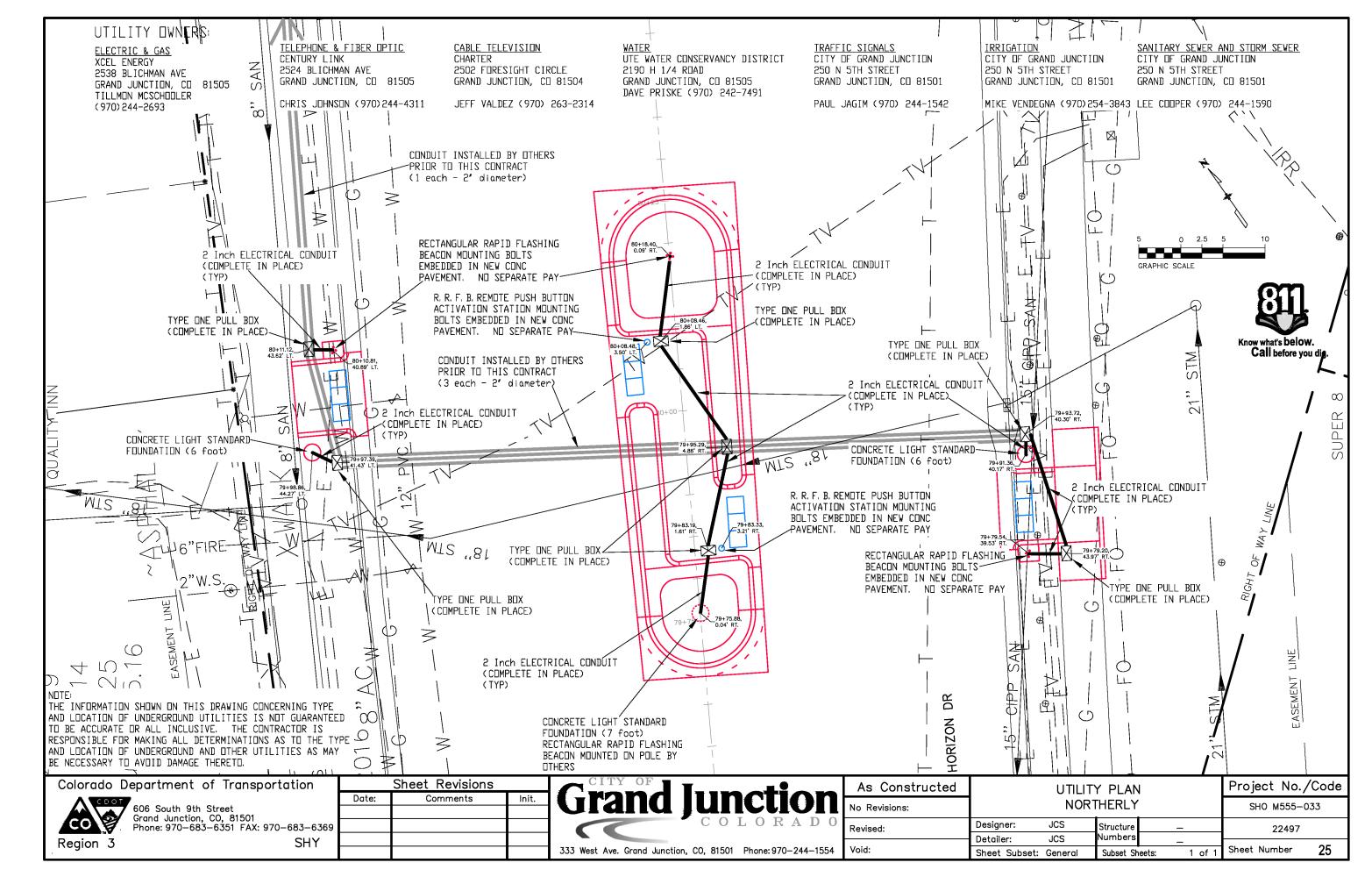


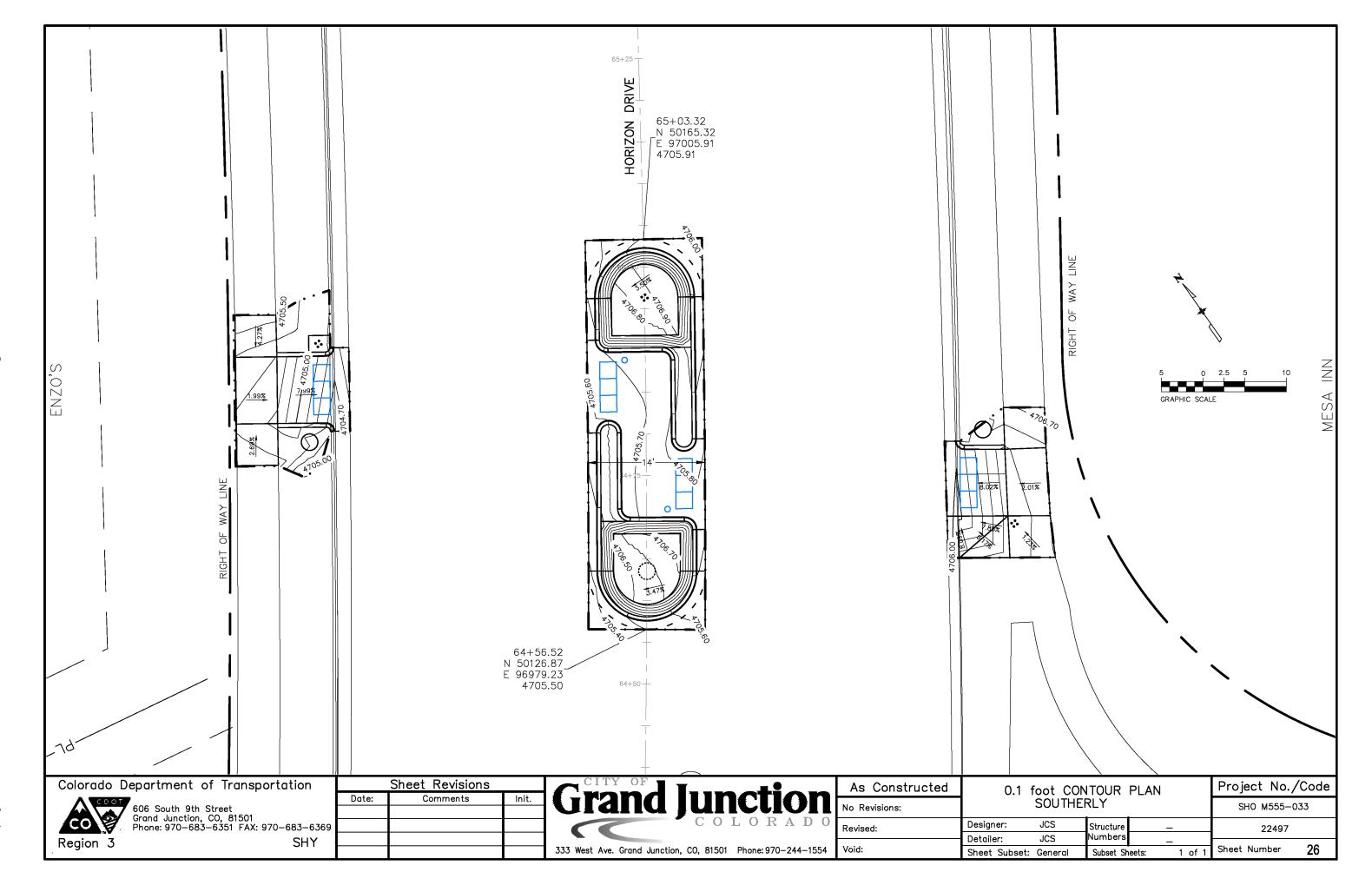


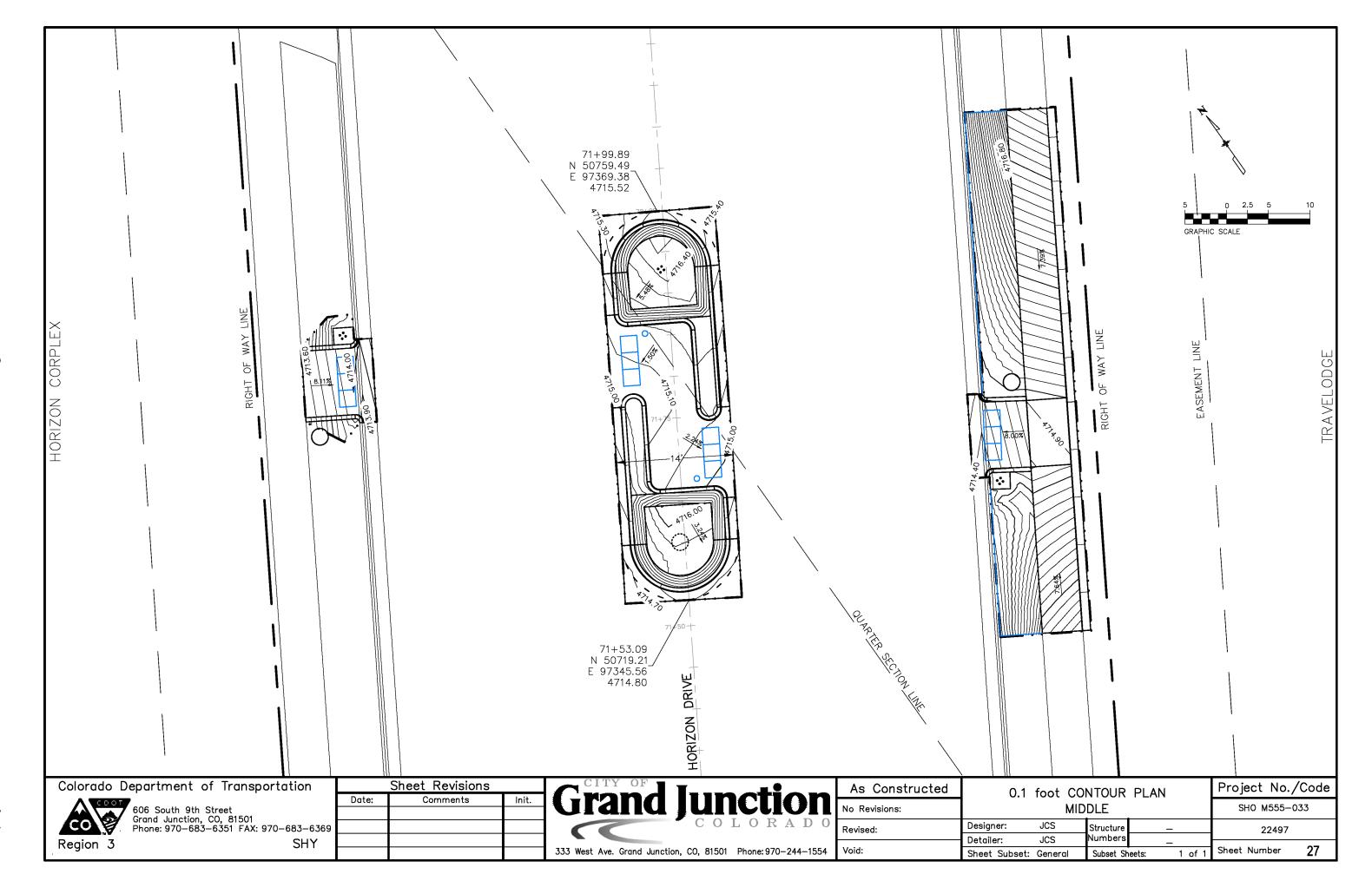


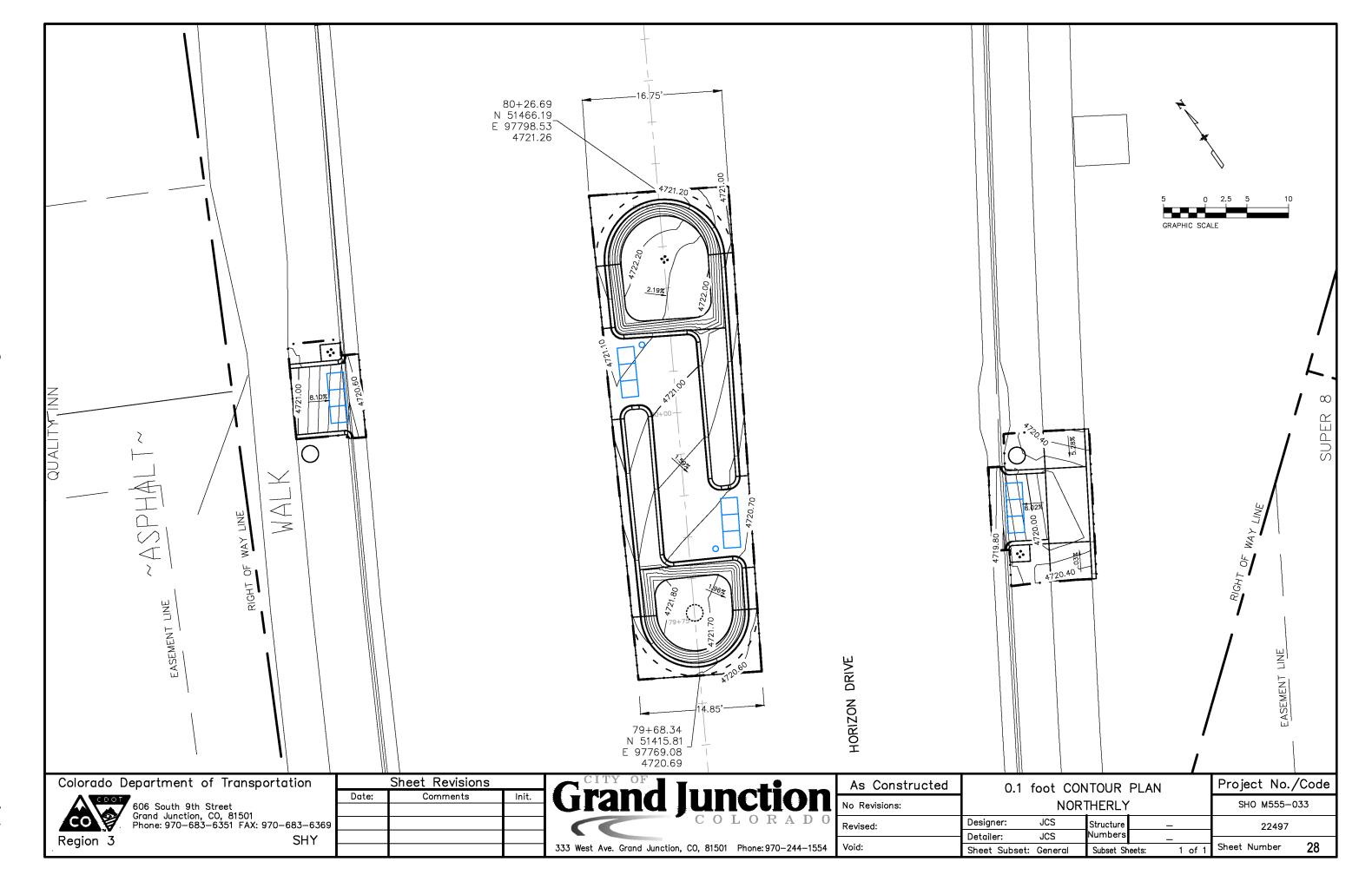










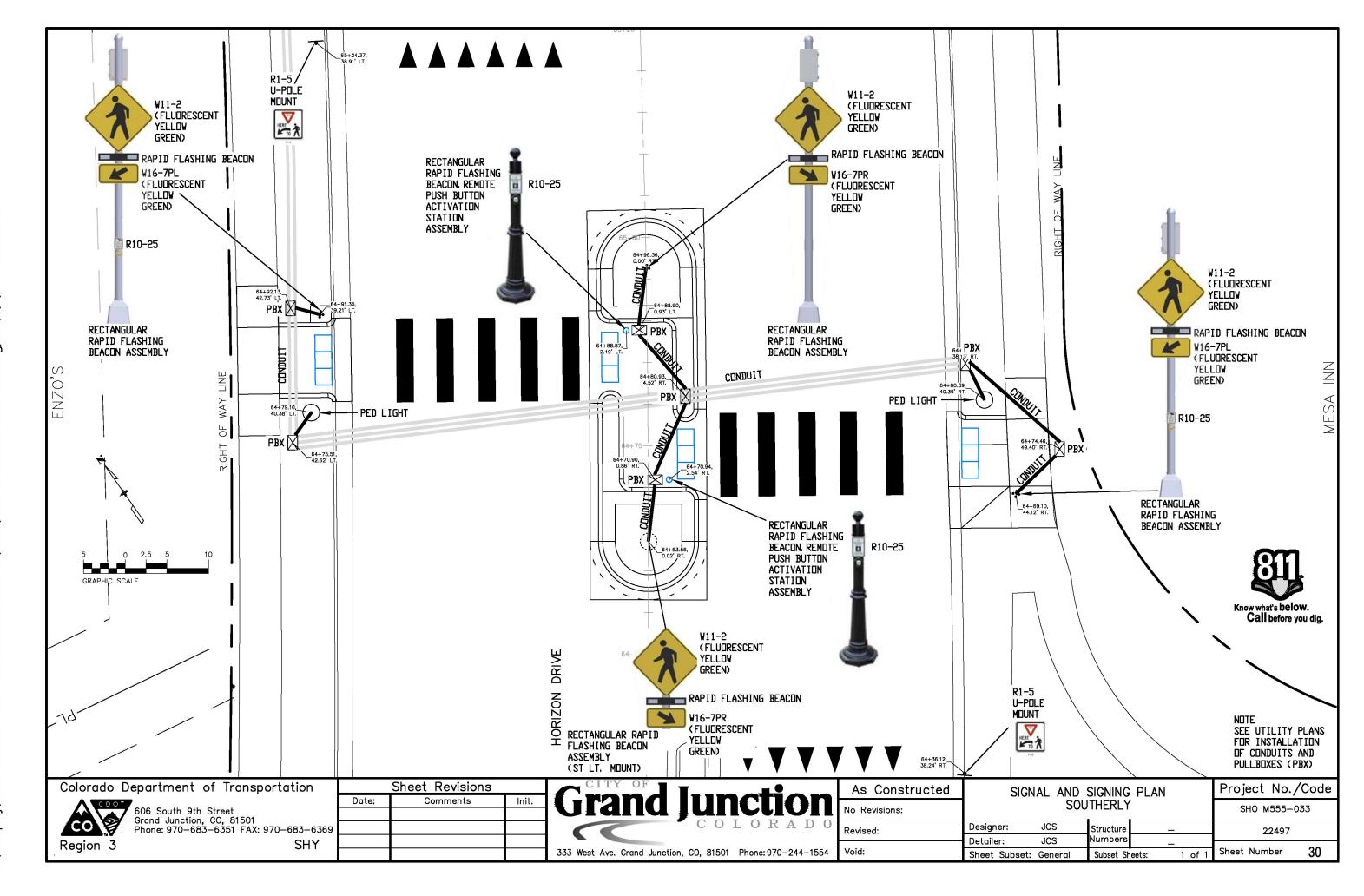


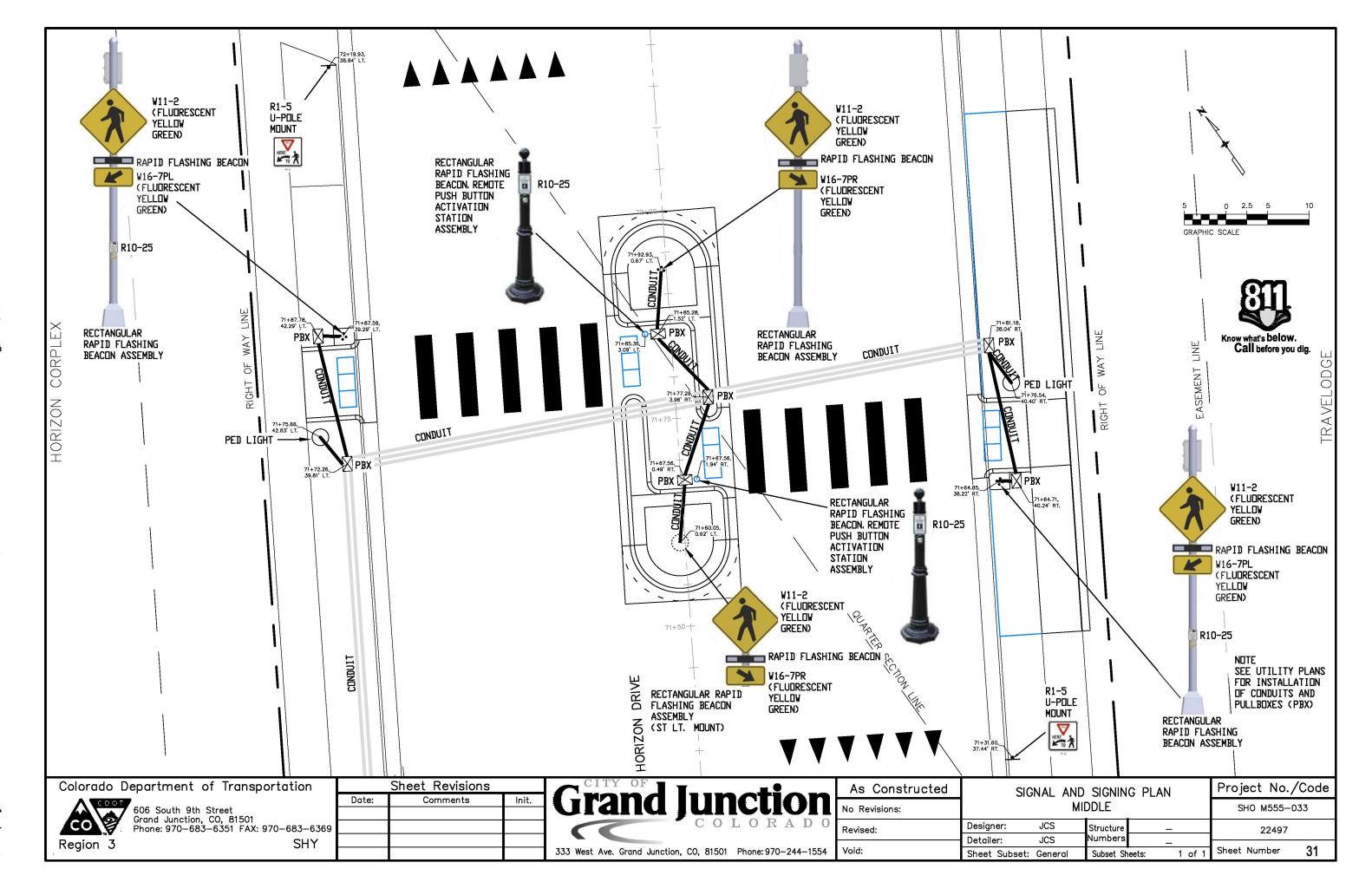
G449135   LT   SX 30 W   LT   PERSESTAM   C55   MOUNTED ORPREASY POLE	STATION	SIDE	DIMENSIONS	SIGN CODE / REF.NO	LEGEND	SIGN	00011) PANEL ASSI)	RA RECTA FLAS	B0003) PID NGULAR SHING SYSTEM	STEEL SIG	00200) N Post (U-2)	NOTES
## 12 PAGE 10	HORIZON	+				_						
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649-55   17   9 X 12   R10-20		_										
64-95 07 04-95 39  64-95 07 04-9							_					
6449.56	64+91.35	LI	9 X 12	R10-25	POSH BUTTON TO TORN ON WARNING LIGHTS	0.75						MOUNTED ON RRFB ASSY POLE
MOUNTED CHIEFTER LIGHT FOLE	64+63.56 TO 64+96.36			614-80003	RAPID RECTANGULAR FLASHING BEACON SYSTEM (COMPLETE IN PLACE)			1.00				SOUTH CROSSING RRFB SYSTEM (INCLUDES AI NECESSARY POLES, WIRES, PUSH BUTTONS, & APPURTENANCES PER PLAN)
MOUNTED CHIEFTER LIGHT FOLE	C4 - C0 EC	01	001/ 00		DEDECTRIAN	0.05						MOUNTED ON STREET HOUT BOLE
### 6458   FT   9 × 12   R10-52   PURR BUTTON TO JURI ON WARRING LIGHTS   0.75		_										
G44987   CT   9X 12							_					
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Series   C.   24 12   WILE-PR		_		The second secon		-						
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Selection   Sele		_			PEDESTRIAN							
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T1-6779	64+69.10	RT	9 X 12	R10-25	PUSH BUTTON TO TURN ON WARNING LIGHTS	0.75						MOUNTED ON RRFB ASSY POLE
T1-6779		+										
T1-6779	72+10.09	LT	26 \ 26	D1 6	VIELD HEDE TO DEDG	0.00				- 1		MIDDLE CROSSING ON THE WEST SIDE OF THE
71-87-99						_						
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1-00   STO-71-92-39   S14-80003   RAPID RECTANGULAR FLASHING BEACON SYSTEM (COMPLETE IN PLACE)   1-00   NECESSARY POLES, WIRES, PUSH BUTTONS, APPURTENANCES DER PLAN)   NOUNTED ON STREET LIGHT POLE   PLANS   NOUNTED ON STREET LIGHT POLE   NOUNTED ON STREET SASY POLE   NOUNTED ON STREET SASY POLE   NOUNTED ON STREET LIGHT POLE   NOUNTED ON STREET SASY POLE   NOUNTED ON STREET LIGHT POLE   NOUNTED ON STREET SASY POLE   NOUNTED ON STREET LIGHT POLE   NOUNTED ON STREET SASY POLE   NOUNTED ON STREET LIGHT POLE   NOUNTED ON STREET SASY POLE   NOUNTED ON STREET LIGHT POLE   NOUNTED ON STREET SASY POLE   NOUNTE		_										
71+60.05	71+60.05 TO 71+92.93			614-80003	RAPID RECTANGULAR FLASHING BEACON SYSTEM (COMPLETE IN PLACE)			1.00				MIDDLE CROSSING RRFB SYSTEM (INCLUDES A NECESSARY POLES, WIRES, PUSH BUTTONS, & APPURTENANCES PER PLAN)
71+60.05	71+60.05	CI	30 \ 30	W/11-2	PEDESTRIAN	6.25						MOUNTED ON STREET LIGHT POLE
71+67-56   RT   9 x 12												
71+85.56		_										
71+92.93	71+85.36	LT	9 X 12									MOUNTED ON REMOTE PUSH BUTTON POLE
71+31 60	71+92.93	CL	30 X 30	W11-2	PEDESTRIAN	6.25						MOUNTED ON RRFB ASSY POLE
T1+64 85   RT   30 X 30	71+92.93	CL	24 X 12	W16-7PR	DOWNWARD DIAGONAL ARROW RIGHT	8.00						MOUNTED ON RRFB ASSY POLE
T1+64 85   RT   30 X 30	71+31.60	PT	36 V 36	D1.5	VIELD HEDE TO BEDS	9.00	_			1		MIDDLE CROSSING ON THE EAST SIDE OF THE
71+64 85   RT   24 X 12		_										
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79+79.54         RT         30 X 30         W11-2         PEDESTRIAN         6.25         MOUNTED ON RRFB ASSY POLE           79+79.54         RT         24 X 12         W16-7PL         DOWNWARD DIAGONAL ARROW LEFT         8.00         MOUNTED ON RRFB ASSY POLE	70 - 47 00	DT	001/ 00	D1.5	WELD HERE TO BEDG	0.00						NORTH CROSSING ON THE EAST SIDE OF THE
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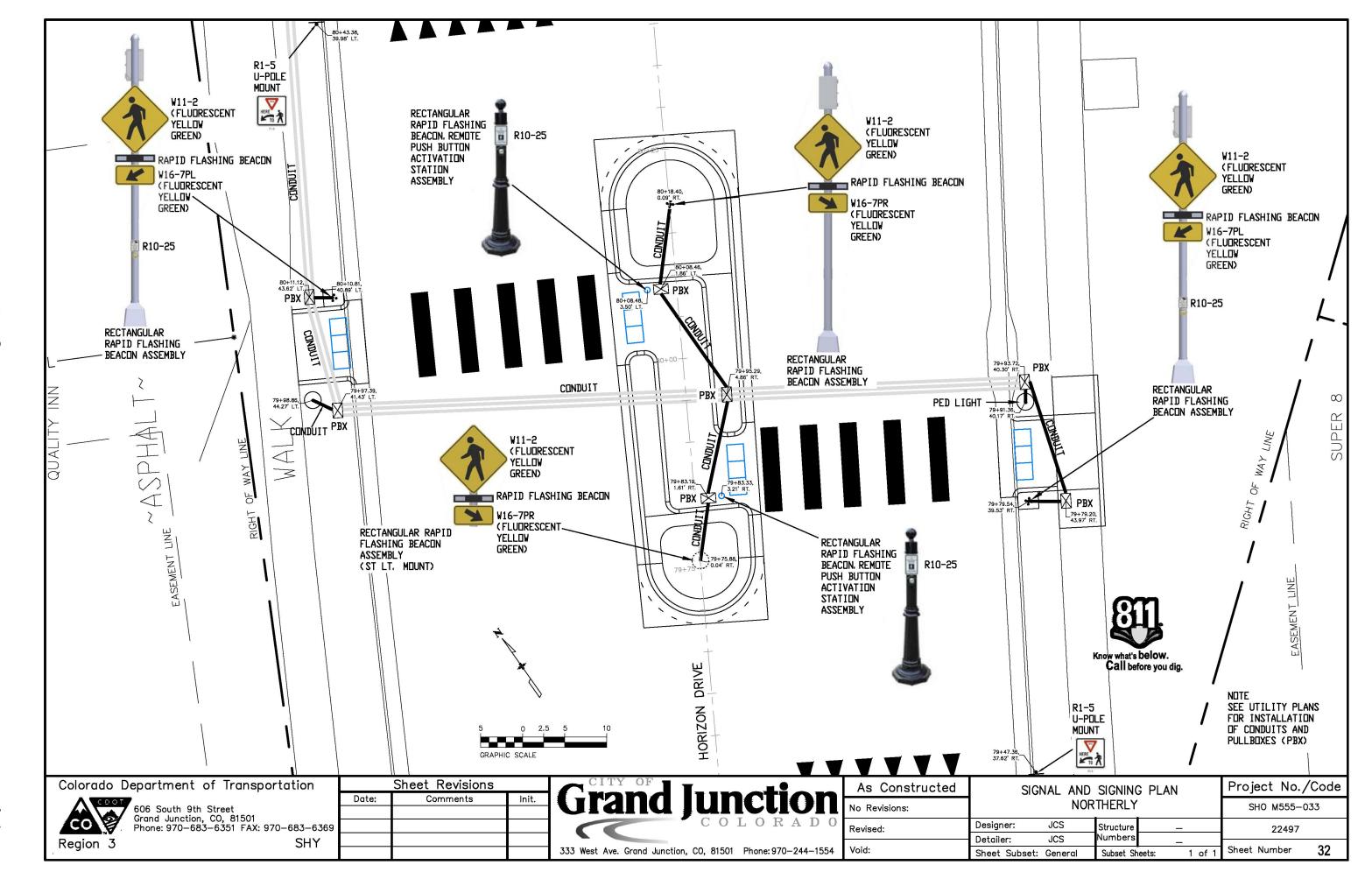
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	Colorado Department of Transportation		Sheet Revisions	
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	606 South 9th Street Grand Junction, CO, 81501 Phone: 970-683-6351 FAX: 970-683-6369			
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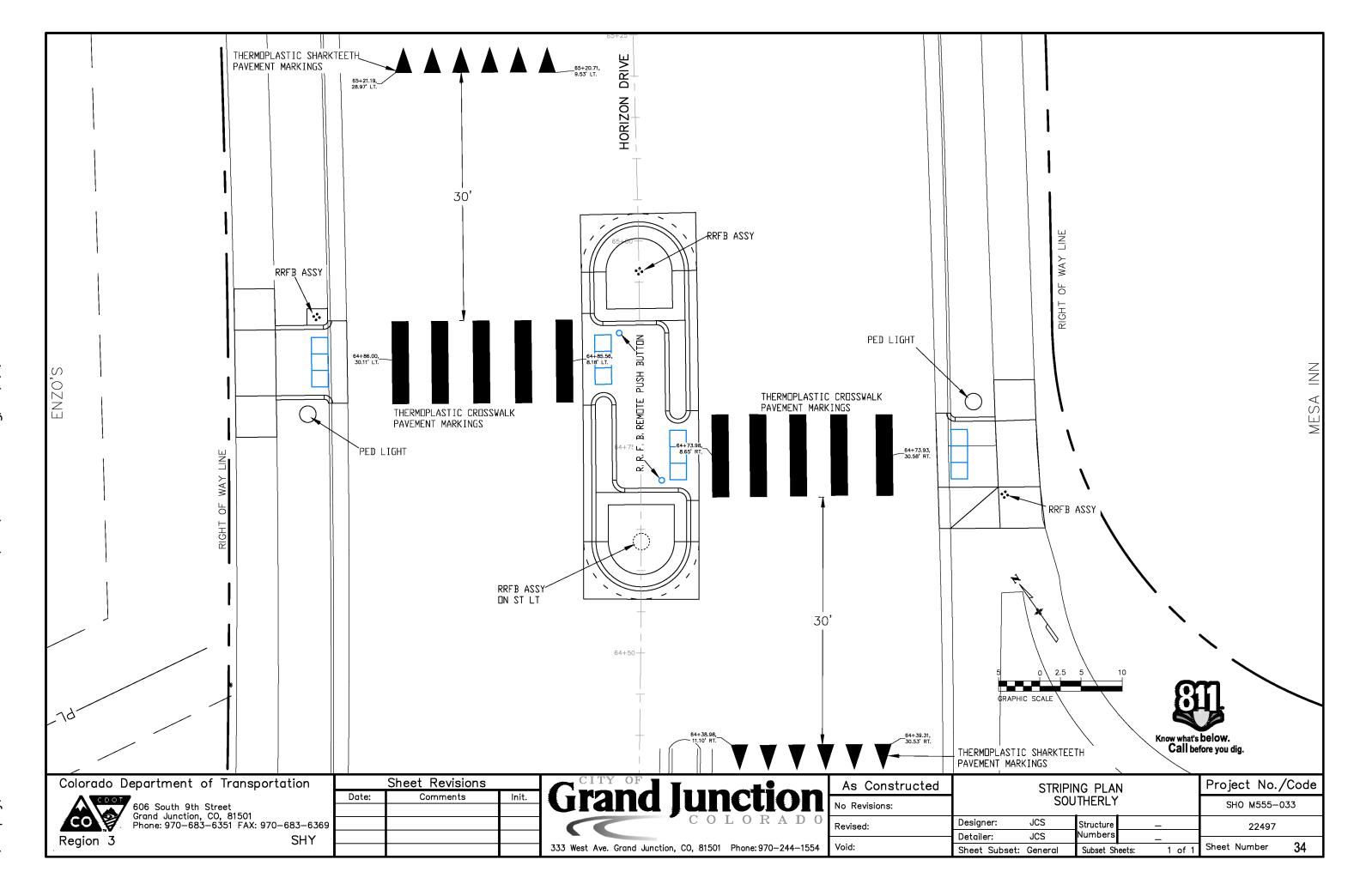


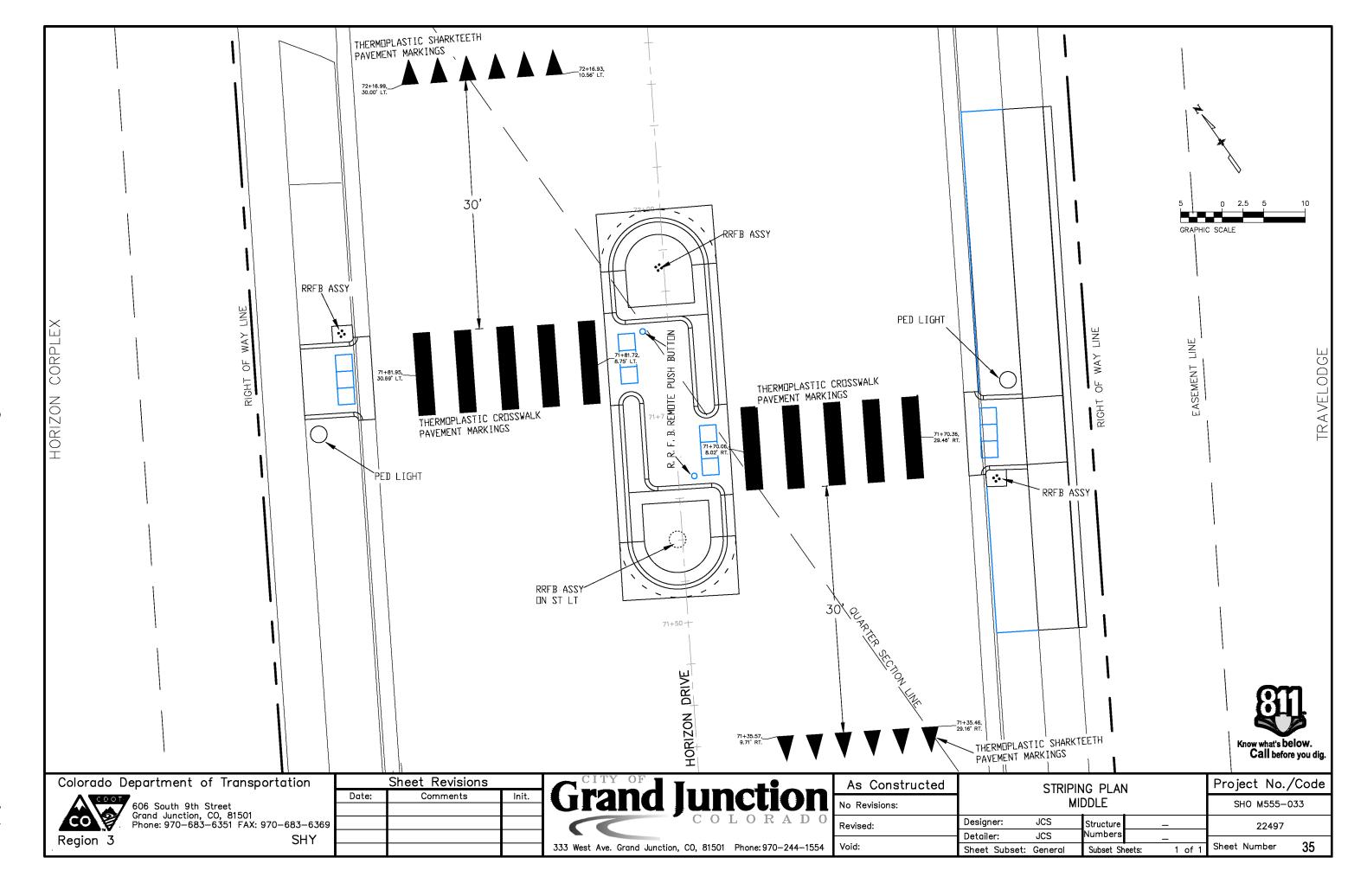


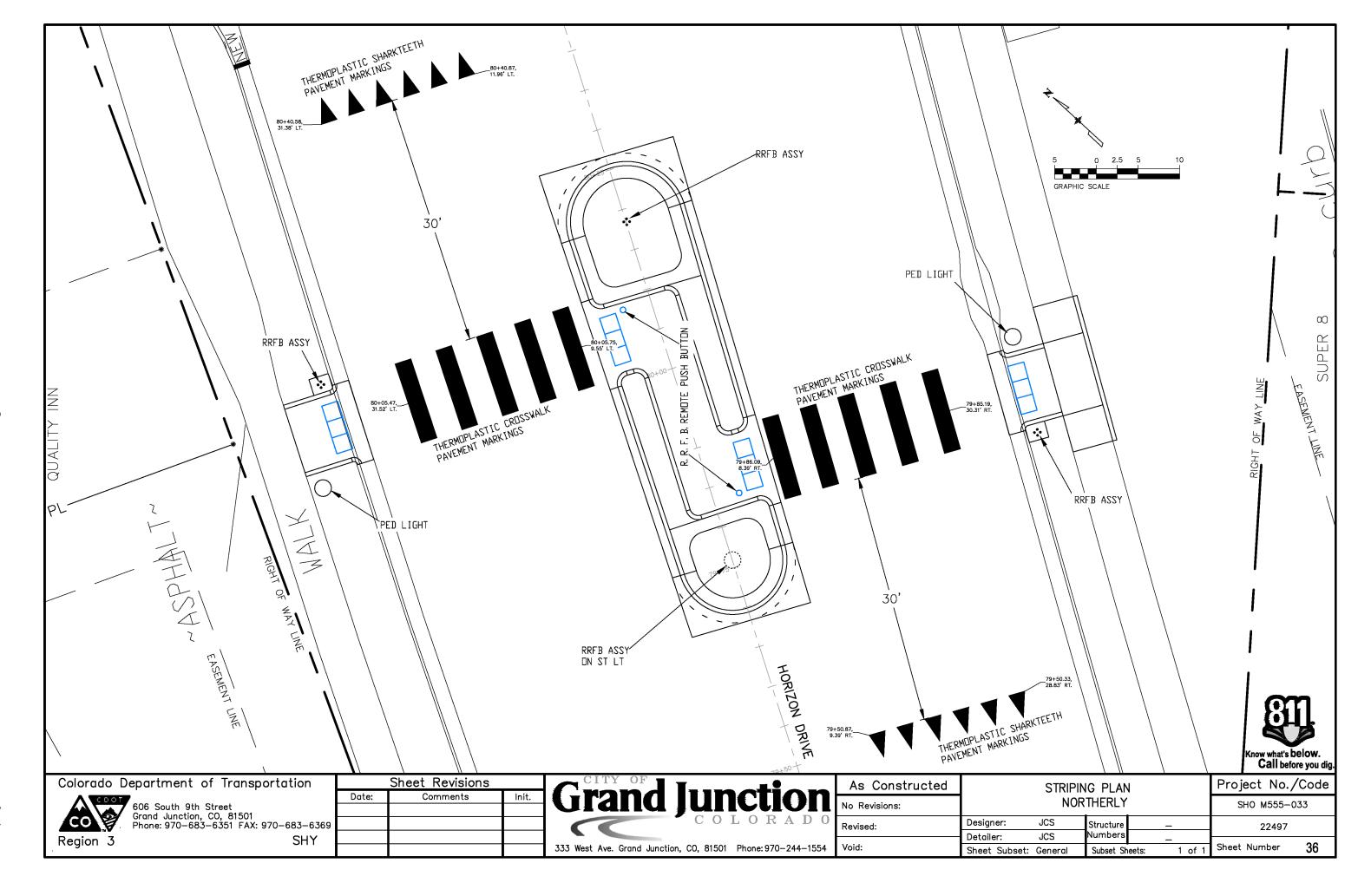


LOCATION	DESCRIPTION	COMMENTS	(627-30410) PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK - STOP LINE)		
			LF	SF	
HORIZON DRIVE					
HORZONDIAYE					
64+38.98, 11.10' RT TO 64+39.31, 30.53' RT	YIELD LINE "SHARKS TEETH" (24" BASE, 36" HEIGHT)	SOUTH CROSSING NW BOUND LANES	20	18	
64+73.98, 8.65' RT TO 64+73.93, 30.58' RT	CROSSWALK	SOUTH CROSSING NW BOUND LANES	50	100	
65+21.19, 28.97' LT TO 65+20.71, 9.53' LT	YIELD LINE "SHARKS TEETH" (24" BASE, 36" HEIGHT)	SOUTH CROSSING SE BOUND LANES	20	18	
64+86.00, 30.11' LT TO 64+85.56, 8.18' LT	CROSSWALK	SOUTH CROSSING SE BOUND LANES	50	100	
71+35.57, 9.71' RT TO 71+35.46, 29.16' RT. 71+70.06, 8.02' RT TO 71+70.36, 29.46' RT 72+16.99, 30' LT TO 72+16.93, 10.56' LT 71+81.95, 30.69' LT TO 71+81.72, 8.75' LT	YIELD LINE "SHARKS TEETH" (24" BASE, 36" HEIGHT) CROSSWALK  YIELD LINE "SHARKS TEETH" (24" BASE, 36" HEIGHT) CROSSWALK	MIDDLE CROSSING NW BOUND LANES MIDDLE CROSSING NW BOUND LANES MIDDLE CROSSING SE BOUND LANES MIDDLE CROSSING SE BOUND LANES	20 50 20 50	18 100 18 100	
79+50.87, 9.39' RT TO 79+50.33, 28.83' RT 79+86.09, 8.39' RT TO 79+85.19, 30.31' RT	YIELD LINE "SHARKS TEETH" (24" BASE, 36" HEIGHT) CROSSWALK	NORTH CROSSING NW BOUND LANES NORTH CROSSING NW BOUND LANES	20 50	18 100	
80+40.58, 31.38' LT TO 80+40.87, 11.96' LT	YIELD LINE "SHARKS TEETH" (24" BASE, 36" HEIGHT)	NORTH CROSSING SE BOUND LANES	20	18	
80+05.47, 31.52' LT TO 80+05.75, 9.55' LT	CROSSWALK	NORTH CROSSING SE BOUND LANES	50	100	
		TOTAL LF	420		
		TOTAL SF		708	

Colorado Department of Transportation	_	Sheet Revisions		CITY OF	As Constructed					Project No./Code
606 South 9th Street	Date:	Comments	Init.	<b>Grand Junction</b>	No Revisions:	TABUL	ATION (	OF STR	RIPING	SHO M555-033
Grand Junction, CO, 81501 Phone: 970–683–6351 FAX: 970–683–6369				COLORADO		Designer: JCS	S Ict	tructure		
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Region 3 SHY				333 West Ave. Grand Junction, CO, 81501 Phone: 970-244-1554	11.11.	Sheet Subset: TAE	3 S	Subset Shee	ets: 1 of 1	Sheet Number 33







Project No./Code

SHO M555-033

22497

Sheet Number

37

# SWMP TEMPLATE TEXT FOR PROJECTS WITH LESS THAN 1 ACRE OF DISTURBANCE

### 1. SITE DESCRIPTION

- A. PROJECT SITE LOCATION: Grand Junction Horizon Drive Crosswalks are located in Grand Junction, Mesa County, Colorado. The project lies along Horizon Drive between G Road and I70.
- B. PROJECT SITE DESCRIPTION: Construct modern style mid-block crossings in three separate locations identified along the Horizon Drive corridor. This is a hazard elimination funded project which includes concrete and asphalt removal, aggregate base course, concrete walk, concrete curb ramps, curb and gutter, concrete median cover material, pedestrian and street lighting, and rectangular rapid flashing

### C. ACRES OF DISTURBANCE:

- 1. Total area of construction site (LOC): 0.08 acres
- 2. Total area of disturbance (LDA): 0.08 acres
- 3. Acreage of seeding: NA acres

### D. RECEIVING WATER:

- 1. Outfall locations: The existing storm pipes adjacent to this project that are underneath and crossing Horizon Drive are owned and maintained by the City of Grand Junction. All storm drain piping adjacent to this project conveys storm water to three separate points that discharge into the Ranchmen's Ditch and then to the Colorado River. This project is located within MS4 boundaries.
- 2. Names of receiving water(s) on site: Ranchmen's Ditch
- 3. Ultimate receiving water: Colorado River
- 4. Horizontal distance nearest water of the state is from project: 3.3 miles
- E. EXISTING SOIL DATA: Killpack Silty Clay, 2 to 5 percent slopes. Parent Material: Residuum weathered from clayey shale. Runoff class is: Medium. Depth to water table: More than 80 inches. Hydrologic Soil Group: C.

### F. EXISTING VEGETATION, INCLUDING PERCENT COVER:

Vegetative transects are not required, by permit, on projects with under an acre of disturbance. However, it is advised that transects be completed prior to construction, as a quality control for post construction revegetation assessment. If transects are not completed on a project, at a minimum describe the quality of the existing vegetation.

Existing vegetation consists of maintained landscaping by both the City of Grand Junction and the local businesses adjacent to the project. Existing vegetation consists of sod, trees, shrubs, perennials, and inorganic mulch.

A survey including general description of existing vegetation shall be conducted by the SWMP Administrator prior to any ground disturbance on the project. The SWMP Administrator shall photo-document existing vegetation where all work will be occurring. The SWMP Administrator shall also perform the vegetation survey transect(s) including photo documentation as outlined in Chapter 4.11.2 of CDOT's Erosion Control and Stormwater Quality Guide.

Pre-Construction: Date of survey:  Description of existing vegetation:  Map or table showing transect locations in SWMP	%Density:
Post-Construction: Date of survey:  Description of existing vegetation:  Map or table showing transect locations in SWMP	

## 2. STORMWATER MANAGEMENT CONTROLS FIRST CONSTRUCTION ACTIVITIES

## THE CONTRACTOR SHALL PERFORM THE FOLLOWING:

### A. POTENTIAL POLLUTANT SOURCES

1. Evaluate, identify and describe all potential sources of pollutants at the site in accordance with subsection 107.25 and place any BMPs/Control Measures required to contain potential pollutants.

## B. OFFSITE DRAINAGE (RUN ON WATER)

Place BMPs/Control Measures to address run-on water in accordance with subsection 208.03.

### C. CONSTRUCTION DEWATERING:

1. Obtain a dewatering permit from CDPHE if conditions of their low risk guidance for Discharges of Uncontaminated Groundwater to Land are not met; see subsection 107.25(b) 8.

### D. VEHICLE TRACKING PAD

1. BMPs/Control Measures shall be implemented in accordance with subsection 208.04.

- 1. Perimeter control shall be established as the first item on the SWMP to prevent the potential for pollutants leaving the construction site boundaries, entering the stormwater drainage system, or discharging to state waters.
- 2. Perimeter control may consist of vegetation buffers, berms, silt fence, erosion logs, existing landforms, or other BMPs/Control Measures as approved.
- 3. Perimeter control shall be in accordance with subsection 208.04.

## 3. SWMP ADMINISTRATOR:

A. SWMP ADMINISTRATOR FOR DESIGN:

Name/Title	Contact Information
Jerod Timothy/Project	970-244-1565 jerodt@gjcity.org
Manager	

B. SWMP ADMINISTRATOR FOR CONSTRUCTION: (See Subsection 208 Under an Acre Specification) The Contractor shall designate a SWMP Administrator for Construction upon ownership of the SWMP. The SWMP Administrator shall become the owner/operator and assume responsibility for all design changes to the SWMP implementation and maintenance in accordance to 208.03. The SWMP Administrator shall be responsible for implementing, maintaining and revising SWMP, including the title and contact information. The activities and responsibilities of the SWMP administrator shall address all aspects of the projects SWMP. (Update the information below for each new SWMP Administrator) (Copy of TECS Certification must also be included in the SWMP Notebook.) The SWMP Administration for construction is not a separate pay item but is included in the cost of the work.

ı	Name/Title	Contact Information	Certification #	Start Date	Engineer Approval

### 4. DURING CONSTRUCTION

The SWMP should be considered a "living document" that is continuously reviewed and modified. During construction, the following items shall be added, updated, or amended as needed by the Contractor in accordance with Section 208

A. MATERIALS HANDLING AND SPILL PREVENTION: prior to construction commencing the Contractor shall submit a Spill Prevention, Control and Countermeasure Plan, see subsection 208.06. Materials handling shall be in accordance with subsection 208.06.

Structure

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Subset Sheets:

B. STOCKPILE MANAGEMENT: shall be done in accordance with subsection 107.25 and 208.07

Colorado Department of Transportation Sheet Revisions As Constructed STORM WATER MANAGEMENT PLAN Date: Comments No Revisions: 606 South 9th Street Grand Junction, CO, 81501 Designer: JCS Phone: 970-683-6351 FAX: 970-683-6369 Revised: JCS Detailer: SHY Region 3 333 West Ave. Grand Junction, CO, 81501 Phone: 970-244-1554 Sheet Subset: General

- C. <u>CONCRETE WASHOUT</u>: Concrete wash out water or waste from field laboratories and paving equipment shall be contained in accordance with subsection 208.05.
- D. SAW CUTTING: shall be done in accordance with subsection 107.25, 208.04, 208.05
- E. STREET SWEEPING: shall be done in accordance with subsection 208.04

## 5. BMP/CONTROL MEASURE MAINTENANCE

A. Maintenance shall be in accordance with subsection 208.04 (f).

### 6. INTERIM AND FINAL STABILIZATION

### A. SEEDING PLAN

Soil preparation, soil conditioning or topsoil, seeding (native), mulching (weed-free), and mulch tackifier are not expected on this project. If it is determined that seeding/revegetation/sod is necessary, the contractor shall contact the Landscape Specialist at 970-683-6223 to determine the types, rates, and application of seed that is needed. Any necessary sod or seeding items shall not be paid for separately but shall be considered incidental to the work.

COMMON NAME	BOTANICAL NAME	LBS. PLS PER ACRE
TOTAL		

- B. <u>SEEDING APPLICATION</u>: Drill seed 0.25 inch to 0.5 inch into the soil. In small areas not accessible to a drill, hand broadcast at double the rate and rake 0.25 inch to 0.5 inch into the soil.
- C. <u>MULCHING APPLICATION</u>: Apply a minimum of 2 tons of certified weed free straw or 2 tons of certified weed free straw per acre and in accordance with Section 213, and mechanically crimp it into the soil in combination with an organic mulch tackifier.

### D. SPECIAL REQUIREMENTS:

1. NA

D. <u>SOIL CONDITIONING AND FERTILIZER REQUIREMENTS</u>: Minimum requirements for all disturbances to receive seeding (native). N/A <u>Elevation</u>: (X,XXX) feet

	Soil conditioner p	oaid for as Item 212- Soil Con	ditioning (Acre)
Biological nutrient organic based fertilizer (lbs/acre)*	Humate (lbs/acre)	Compost (cys/acre)[**] All areas <2:1 [1/2 inch depth]	Spray on Amendment (lbs/acre) [**] >2:1 slopes only
300	200	65	3500

<sup>\*</sup>Biological nutrient shall not exceed 8-8-8 (N-P-K).

N/A [\*\*Pick either Compost or Spray on Amendment based on slope conditions. Delete the other.]

Humate based material shall be in accordance to Standard Special Provision 212 and compost shall be in accordance to Standard Special Provision 212.

F. <u>BLANKET APPLICATION</u>: On slopes and ditches requiring a blanket, the blanket shall be placed in lieu of mulch and mulch tackifier.

## 7. PRIOR TO FINAL ACCEPTANCE

- A. Partial Acceptance shall be in accordance with subsection 107.25 (d) and 208.10 At the Partial Acceptance of the project, it shall be determined by the SWMP Administrator and the Engineer which temporary BMPs/Control Measures shall remain until 70% reestablishment or which shall be removed.
- B. At the end of the project, all ditch checks shall either consist of temporary erosion logs (or equivalent) or permanent rip-rap.

## 8. NARRATIVES:

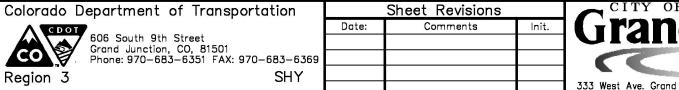
A. ADDITIONAL BMPS/CONTROL MEASURES AND NARRATIVES:

BMP/Control Measure details and narratives not covered by the SWMP or Standard Plan M-208, M-216 shall be added to the SWMP notebook by the SWMP Administrator.

## **BMP Matrix:**

- 1. M-Standards have been included along with standard BMP narratives. If a Non-Standard BMP will be used or the standard narrative does not apply, the SWMP Administrator shall write a Non-Standard BMP narrative, place an "X" in the column and complete a Non-Standard BMP Specification and Narrative for the SWMP notebook.
- 2. The SWMP Administrator shall place an "X" in the column In Use on Site when the BMP/Control Measure has been installed.
- 3. Place an "X" in the column BMP/Control Measure to be located by SWMP Administrator if the SWMP Administrator shall locate the BMP/Control Measure during construction. These BMP/Control Measures are not currently located on SWMP Plans but are anticipated to be used during construction (i.e. Vehicle Tracking Pad, Batch Plants, etc.). The SWMP Administrator shall locate these prior to or during construction and reflect on SWMP Map.
- 4. Place an "X" in the column Installation BMP/Control Measure Pre-Construction if the BMP/Control Measure is to be installed prior to construction activity.

STRUCTURAL BMPs/Control Measures that may be potentially used on the project for erosion and sediment control; practices may include, but are not limited to:





As Constructed	STORM WATER MANAGEMENT PLAN				Project No./Code
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Revised:	Designer:	JCS	Structure Numbers		22497
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BMP/CONTROL MEASURE						[APRIL 20
			FIRST/INITIAL CONSTRUCTION	ACTIVITIES	ACTIVITIES	PERMANENT STABILIZATION
PROTECTION OF EXISTING WET LANDS Fence (plastic) and erosion logs	Fence (plastic) shall be placed in combination with erosion logs to prevent encroachment of construction traffic and sediment into state waters prior to start of construction disturbances. Fence (plastic) shall be placed adjacent to the wetlands; erosion logs shall be placed between the plastic fence and disturbance area. Logs shall be placed to direct flows away from or filter water running into wetlands from disturbance areas.		x		x	
PROTECTION OF EXISTING TREES/LANDSCAPING Fence (plastic)	Fence (plastic) shall be used in areas indicated in the plans to prevent encroachment of construction traffic and sediment for the protection of mature trees and/or existing landscaping prior to start of construction disturbances.		х		x	
CHECK DAM/DITCH CHECK Erosion log, silt berm, silt dike, rock Check dam	Placed in ditches immediately upon completion of ditch grading to reduce velocity of runoff in ditch. For existing ditches, place prior to start of construction disturbances.	M-208	х		x	x
YPE R AND TYPE 16 INLET PROTECTION Storm drain inlet protection (Type 1,2 and 3)	Placed prior to construction disturbances as detailed in M-208-1, to protect existing inlets or immediately upon completion of new inlets to prevent sediment from entering the inlet throughout construction.	M-208	х		x	x
CULVERT INLET/OUTLET PROTECTION frosion logs, aggregate bags	Placed at mouth of culvert inlets and over top of culvert at inlet and outlet where disturbance may be occurring adjacent to pipe to prevent sediment laden water from entering pipe or drainage. Place prior to start of construction disturbances.	M-208	х		x	x
YPE C, TYPE D AND TYPE 13 PROTECTION Trosion logs, aggregate bags, Prosion bales	Placed around inlet grate or slope and ditch paving to prevent sediment from entering inlet. Place prior to start of construction disturbances.	M-208	х		x	x
STOCKPILE PROTECTION Temporary berm, erosion logs, aggregate bags*	Placed within specified distance, in accordance with subsection 208.06, from toe to contain sediment around stockpile. *Aggregate bags are easily moved and replaced for access during the work day. Place prior to start of stock pile, increase control as stock pile increases size.	M-208			x	
OE OF FILL PROTECTION  Frosion logs, temporary berm, silt  ence, topsoil windrow*	Place prior to slope/embankment work to capture sediment and protect and delineate undisturbed areas.  *Can be used to stockpile topsoil for salvage.	M-208	х		x	
PERIMETER CONTROL Trosion logs, silt fence, temporary perm, topsoil windrow*	Placed prior to construction commencing to address potential run-on water from off site, and to divert around disturbed area. *Can be used to stockpile topsoil for salvage.	M-208	х		x	
SEDIMENT CONTROL/ SLOPE CONTROL Silf fence, erosion logs	Placed on the contour of a slope to contain and slow down construction runoff. Place prior to start of construction disturbances.	M-208	х		x	
EMPORARY SEDIMENT TRAP SWMP Administrator shall add ocations to SWMP site maps)	Used to capture sediment laden runoff from disturbed areas < 5 acres during construction. Place prior to start of construction disturbances.	M-208	х		x	
ERMANENT SEDIMENT BASIN xtended detention basin or other termanent Water Quality features	Constructed early in project, prior to storm sewer/ditches to capture storm flow as a temporary sediment trap. Outlet structure shall be modified for contaminants of construction runoff a non-standard detail is needed.		х		x	
MBANKMENT PROTECTION OR EMPORARY SLOPE DRAIN	Placed as a conduit or chute to drain runoff down slope and to prevent erosion of slope.	M-208			x	X
OUTLET PROTECTION Riprap, or approved other	Material placed as energy dissipater to prevent erosion at outlet structure.				X	X
CONCRETE WASHOUT n-ground or fabricated	Construction control, used for waste management of concrete and concrete equipment cleaning. Place prior to start of concrete activities.	M-208	×		x	

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Sheet Revisions							
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	Grand Junction	
1	COLORADO	
1	333 West Ave. Grand Junction, CO, 81501 Phone: 970-244-1554	

i.							
As Constructed	CTODU	WATED M	ANIAOEN		Project No./Code		
No Revisions:	STORM	WATER M.	SHO M555-033				
Revised:	Designer:	JCS	Structure		22497		
Void:	Detailer: Sheet Subset:	JCS General	Numbers Subset Sh		Sheet Number 39		

						[APRIL 2016]
VEHICLE TRACKING PAD	Source control, placed to prevent tracking of sediment from disturbed area to offsite surface. Place prior to start of construction disturbances.	M-208		X	x	
SWEEPING	Source control, used to remove sediment tracked onto paved surfaces and to prevent sediment from entering drainage system. Sweep daily and at the end of the construction shift as needed. Kick brooms shall not be permitted.			X	x	
DEWATERING (Contractor is responsible for obtaining a permit from Colorado Department of Health and Environment.)	Shall be done in such a manner to prevent potential pollutants from entering state waters.			x	x	
TEMPORARY STREAM CROSSING (SWMP Administrator shall add locations to SWMP site maps)	Constructed over stream or drainage to prevent discharge of pollutants from construction equipment into water.			x	x	
CLEAN WATER DIVERSION	Placed to divert clean surface or ground water around disturbance area to prevent it from mixing with construction runoff.			x	x	
OTHER						

NON-STRUCTURAL BMPs/Control Measures that may be potentially used on the project for erosion and sediment control; practices may include, but are not limited to:

Erosion control devices are used to limit the amount of soil loss on site

Sediment control devices are designed to capture sediment on the project site.

Construction controls are BMPs/Control Measures related to construction access and staging.

BMP/Control Measure locations are indicated on the SWMP site map.

				JRE	J. RE	BMP/CONTRO	OL MEASURE PH	HASING
APPLICATION, BMP/CONTROL MEASURE	NARRATIVE	M-STANDARD	IN USE ON SITE	BMP/CONTROL MEASURE TO BE LOCATED BY SWMP ADMINSTRATOR	INSTALLATION BMP/CONTROL MEASURE PRE-CONSTRUCTION	FIRST/INITIAL CONSTRUCTION ACTIVITIES	INTERIM CONSTRUCTION ACTIVITIES	PERMANENT STABILIZATION
VEGETATIVE BUFFER STRIP Fence (plastic)	Filter sediment laden runoff from disturbance area. Area to be identified on SWMP prior to construction starting.					X	x	x
LANDFORM (SWMP Administrator shall add locations to SWMP site maps)	Existing landforms may be used as a BMP/Control Measure if they prevent sediment from entering or leaving the disturbance area. If a landform directs flow of water to a concentrated outfall point, the outfall point shall be protected to prevent erosion. Area to be identified on SWMP prior to construction starting.					x	x	
TOPSOIL MANAGEMENT STOCKPILE/SALVAGE Windrow or stockpile	Prior to embankment work commencing, existing topsoil shall be scraped to a depth of 4 inches, and placed in stockpiles or windrows. Upon completion of slope work/final grading (less 4 inches), topsoil shall be evenly distributed over embankment to a depth of 4 inches.					x	x	
SURFACE ROUGHENING / GRADING TECHNIQUES Blading, Backhoe, Dozing, Combination Loader	Temporary stabilization of disturbance and to minimize wind and erosion.						x	
SEEDING (TEMPORARY)	Temporary stabilization used for over wintering of disturbance or used to control erosion for areas scheduled for future construction.						x	
BONDED FIBER MATRIX/HYDRAULIC MULCH	Not to be used in areas of concentrated flows, i.e. ditch lines. To be used in combination with surface roughening for temporary stabilization of disturbed soils, when work is temporarily halted and as approved by the Engineer. May be used as surface cover for temporary topsoil stockpiles						x	
MULCH/MULCH TACKIFIER	Temporary or Final Stabilization placed as a surface cover for erosion control and or seeding establishment. To be installed as temporary surface cover when work is temporarily halted and as approved by the Engineer						x	x

Colorado Department of Transportation		Sheet Revisions		CITY OF	As Constructed				Project No./Code
606 South 9th Street	Date:	Comments	Init.	Grand Junction	No Revisions:	STORM WATER M	ANAGEM	ENT PLAN	SHO M555-033
Grand Junction, CO, 81501 Phone: 970–683–6351 FAX: 970–683–6369				COLORADO	Revised:	Designer: JCS	Structure	_	22497
Region 3 SHY				333 West Ave. Grand Junction, CO, 81501 Phone: 970-244-1554	Void:	Detailer: JCS Sheet Subset: General	Numbers Subset She	 eets: 1 of 1	Sheet Number 40

[APRIL 2016] SPRAY-ON MULCH BLANKET (Not to be Temporary or Final Stabilization placed as a surface cover for erosion control and or seeding used in areas of concentrated flows, i.e. establishment. To be installed as temporary surface cover when work is temporarily halted and as X ditch lines.) approved by the Engineer SEEDING PERMANENT (NATIVE) Final Stabilization of disturbance and to reduce runoff and control erosion on disturbed areas. X SOIL RETENTION BLANKET (SRB) Final Stabilization of disturbance and to reduce runoff and control erosion on disturbed areas. M-216 X X TURF REINFORCEMENT MAT (TRM) Final Stabilization of disturbance and to reduce runoff and control erosion on disturbed areas. Placed | M-216 X X in channels or on slopes for erosion control, channel liner and seeding establishment. OTHER

## 9. TABULATION OF STORMWATER QUANTITIES

- A. BMP/Control Measure sediment removal and disposal shall be paid for as: 208 Removal and Disposal of Sediment (Equipment) and 208 Removal and Disposal of Sediment (Labor). All other BMP/Control Measure maintenance shall be included in the cost of the BMP/Control Measure.
- B. It is estimated that 8 hours of labor may be required for miscellaneous erosion control work as directed by the Engineer. Work shall be paid for as: 203 Labor
- C. Establishment of seeded areas shall be paid for as: N/A

PSP Spec.			Pay Unit	Initial Const.	Interim Const.	Permanent Stabilization	*Total Quantity
	203-01500	Blading	Hour				
	203-01510	Backhoe	Hour				
	203-01550	Dozing	Hour				
	203-01594	Combination Loader	Hour				
Χ	203-02330	Laborer	Hour	10			10
	207-00205	Topsoil	CY				
	207-00210	Stockpile Topsoil	CY				
	208-00001	Silt Dike	LF				
	208-00004	Silt Berm	LF				
	208-00012	Erosion Log Type 1 (9 inch)	LF				
	208-00002	Erosion Log Type 1 (12 inch)	LF				
	208-00013	Erosion Log Type 1 (20 Inch)	LF				
	208-00007	Erosion Log Type 2 (8 Inch)	LF				
	208-00008	Erosion Log Type 2 (12 Inch)	LF				
	208-00009	Erosion Log Type 2 (18 Inch)	LF				
	208-00011	Erosion Bales (Weed Free)	Each				
	208-00030	Sediment Basin	Each				
	208-00020	Silt Fence	LF				
	208-00021	Silt Fence (Reinforced)	LF				
	208-00022	Erosion Log Type 3 (9 Inch)	LF				

PSP Spec.	Pay Item	Description	Pay Unit	Initial Const.	Interim Const.	Permanent Stabilization	*Total Quantit
	208-00023	Erosion Log Type 3 (12 Inch)	LF				
	208-00024	Erosion Log Type 3 (20 Inch)	LF				
	208-00026	Coir Roll	LF				
	208-00028	Plastic Sheeting	SY				
	208-00033	Sediment Trap	Each				
	208-00035	Aggregate Bag	LF				
	208-00041	Rock Check Dam	Each				
	208-00045	Concrete Washout Structure	Each				
X	208-00046	Pre-fabricated Concrete Washout Structure	Each				1
	208-00051	Storm Drain Inlet Protection (Type I)	LF				
	208-00052	Storm Drain Inlet Protection (Type II)	LF				
	208-00053	Storm Drain Inlet Protection (Type I) (84 Inch)	Each				
X	208-00054	Storm Drain Inlet Protection (Type II)	Each	6			6
	208-00055	Rigid Inlet Protection Device	Each				
	208-00056	Storm Drain Inlet Protection (Type III)	Each				
	208-00057	Storm Drain Inlet Protection (Type I) (144 Inch)	Each				
	208-00058	Storm Drain Inlet Protection (Type I) (204 Inch)	Each				
	208-00060	Temporary Slope Drains	LF				
	208-00070	Vehicle Tracking Pad	Each				
	208-00071	Maintenance Aggregate (Vehicle Tracking Pad)	CY				
	208-00075	Pre-fabricated Vehicle Tracking Pad	Each			_	
	208-00103	Removal and Disposal of Sediment (Labor)	Hour				
	208-00105	Removal and Disposal of Sediment (Equipment)	Hour				

Colorado Department of Transportation

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Sheet Revisions							
Date:	Comments	Init.					

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As Constructed	STORM WATER MANAGEMENT PLAN				Project No./Code
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Revised:	Designer:		Structure	_	22497
/oid:	Detailer: Sheet Subset:	003	Numbers Subset Sheets:	1 of 1	Sheet Number 41

PSP Spec.	Pay Item	Description	Pay Unit	Initial Const.	Interim Const.	Permanent Stabilization	*Total Quantity
	208-00106	Sweeping (Sediment Removal)	Hour				
	208-00107	Removal of Trash	Hour				
	208-00300	Temporary Berm	LF				
	208-00301	Temporary Diversion	LF				
	212-00006	Seeding (Native)	Acre				
	212-00009	Seeding (Temporary)	Acre				
	212-00032	Soil Conditioning	Acre				
	213-00002	Mulching (Weed Free Hay)	Acre				
	213-00003	Mulching (Weed Free)	Acre				
	213-00004	Mulching (Weed Free Straw)	Acre				
	213-00012	Spray-on Mulch Blanket	Acre				
	213-00013	Spray-on Mulch Blanket	LB				
	213-00061	Mulch Tackifier	LB				
	213-00150	Bonded Fiber Matrix	Acre				
	213-00151	Bonded Fiber Matrix	LB				
	214-00000	Landscape Maintenance	LS				
	214-00005	Landscape Maintenance (24 Month)	LS				
	216-00101	Soil Retention Blanket (Straw/Coconut) (Photodegradable Class 1)	SY				
	216-00111	Soil Retention Blanket (Excelsior) (Photodegradable Class 1)	SY				

Soil Retention Blanket (Coconut) (Photodegradable Class 2) Soil Retention Blanket (Straw/Coconut) SY 216-00201 (Biodegradable Class 1) Soil Retention Blanket (Excelsior) SY 216-00211 (Biodegradable Class 1) Soil Retention Blanket (Coconut) SY 216-00222 (Biodegradable Class 2) Turf Reinforcement Mat (Class 1) 216-00301 SY 216-00302 Turf Reinforcement Mat (Class 2) SY 216-00303 Turf Reinforcement Mat (Class 3) SY

Description

Pay Item

216-00122

217-00000 Herbicide Treatment

217-00020 Herbicide Treatment

615-00152 | Erosion Protector (Special)

607-11525 Fence (Plastic)

700-70380 Erosion Control

Spec

Initial

Const.

Interim

Const.

Permanent

Stabilization

Pay

Unit

SY

SY

LF

LF

FA

Hour

[APRIL 2016]

\*Total

Quantity

\*It is anticipated that additional BMPs/Control Measures and BMP/Control Measure quantities not shown on the SWMP Site Maps shall be required on the project for unforeseen conditions and replacement of items that are beyond their useful service life, see subsection 208.03 and 208.04. Quantities for all BMPs/Control Measures shown above are estimated, and have been increased for unforeseen conditions and normal BMP/Control Measure life expectancy. Quantities shall be adjusted according to the conditions encountered in the field as directed and approved by the Engineer. Payment shall be for the actual work completed and material used.

### 10. BIOLOGIC IMPACTS

- A. ENVIRONMENTAL IMPACTS:
  - 1. Wetland Impacts: NO
  - 2. Stream Impacts: NO
  - 3. Threatened and Endangered Species: No species are anticipated to be impacted by the project.

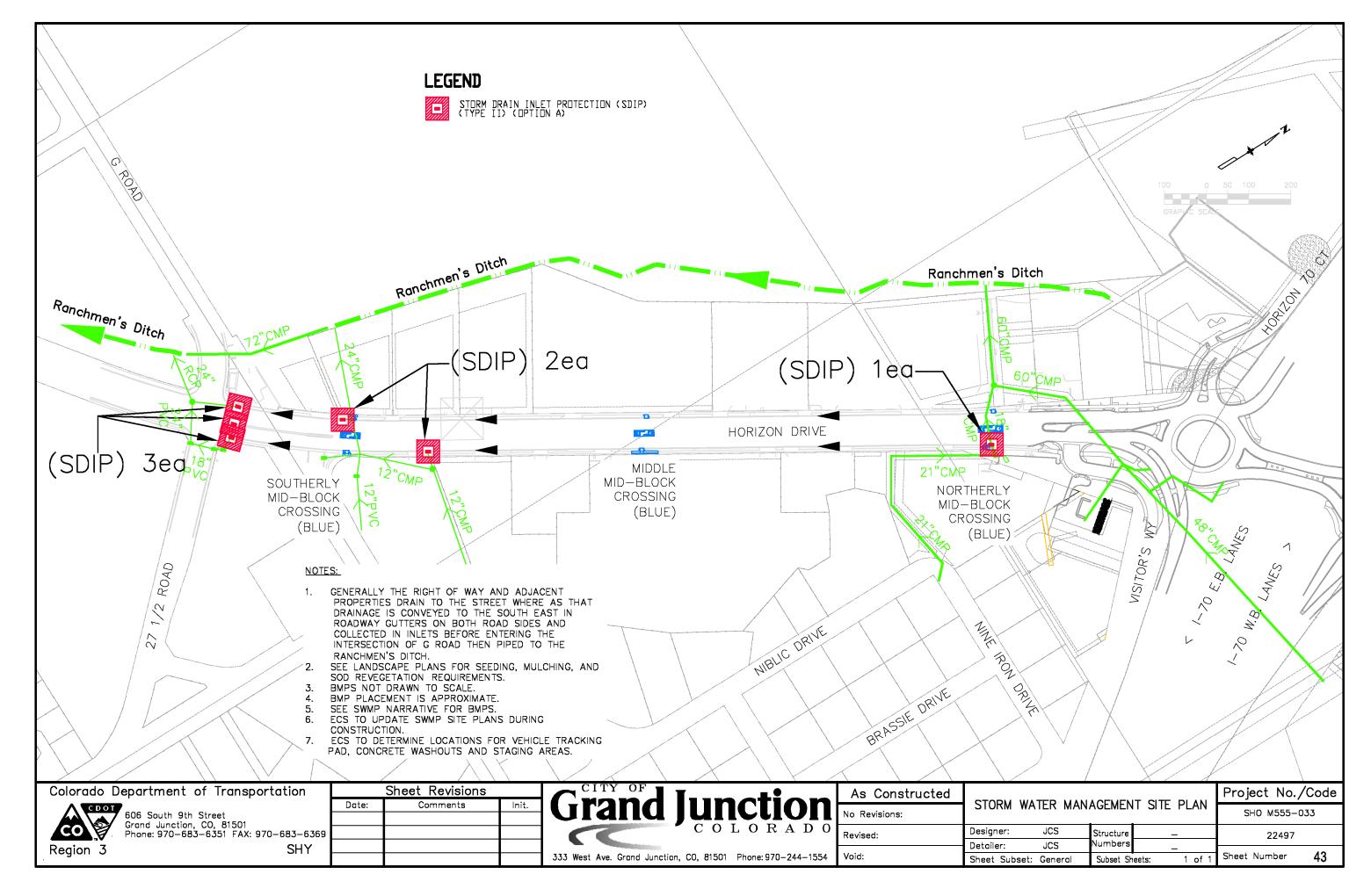
### 11. Notes

A. ECM (or SWMP Administrator For Construction or Erosion Control Inspector) is included in the cost of the work.

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SIGN CODE	SIGN PANEL SIZE LEGEND			LEGEND	CONSTR TRAFFI	80341) RUCTION CC SIGN SIZE A)	(630-80342) CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	
					E.	ACH	EACH	
	w''	x	н"		Plan	As Const	Plan	As Const
G20-1	48	Х	24	ROAD / WORK / NEXT XX MILES				
W20-1	48	х	48	ROAD / WORK / AHEAD			2	
W20-5 (R)	48	Х	48	RIGHT LANE / CLOSED / 1/2 MILE				
W20-7a	48	х	48	FLAGGER AHEAD (SYMBOL)			2	
R2-1 (60)	48	Х	60	SPEED / LIMIT / 60				
R2-1 (45)	48	х	60	SPEED / LIMIT / 30				
R2-1 (15)	36	х	48	SPEED / LIMIT / 15			2	
R3-7 (L)	30	Х	30	LEFT LANE / MUST TURN / LEFT				
R3-7 (R)	30	Х	30	RIGHT LANE / MUST TURN / RIGHT				
W8-3	48	х	48	PAVEMENT / ENDS				
W8-1	48	Х	48	BUMP				
W21-5	48	Х	48	SHOULDER / WORK			2	
W8-9a	48	х	48	SHOULDER / DROP OFF				
W8-11	48	х	48	UNEVEN LANES				
W20-4	48	х	48	ONE LANE / ROAD / AHEAD			2	
W4-1 (R)	36	х	36	MERGE SYMBOL	2			
W1-4 (L)	36	х	36	TRAFFIC SHIFT SYMBOL (TO LEFT)	2			
W1-4 (R)	36	х	36	TRAFFIC SHIFT SYMBOL (TO RIGHT)	2			
R4-1	36	х	48	DO / NOT / PASS			2	
R4-2	36	х	48	PASS / WITH / CARE				
W5-1	36	х	36	ROAD / NARROWS	2			
W5-4	48	х	48	RAMP / NARROWS				
W20-63	48	х	48	RAMP / WORK / AHEAD				
R11-2	48	х	48	ROAD / CLOSED				
R11-3a	60	х	30	ROAD CLOSED / LOCAL TRAFFIC ONLY				
G20-2	48	х	48	END / ROAD / WORK			2	
G20-10	48	х	48	XYZ / CONSTRUCTION / THANKS / 555-555-5555			2	
R6-1	36	х	12	ONE WAY (INSIDE ARROW)				
R52-6a	48	х	60	BEGIN / FINES / DOUBLE / IN WORK / ZONE				
R52-6a	36	х	48	BEGIN / FINES / DOUBLE / IN WORK / ZONE			2	
G20-5	36	х	12	WORK ZONE				
G20-5	48	х	12	WORK ZONE	2			
G20-11 *	48	х	48	CONSTRUCTION INFORMATION *				
R2-6	36	х	18	FINES / DOUBLE	2			
R52-6b	48	х	60	END / FINES / DOUBLE / IN WORK / ZONE				
R52-6b	36	х	48	END / FINES / DOUBLE / IN WORK / ZONE			2	
R9-9	36	х	18	SIDEWALK / CLOSED	4			
R9-11 (R)	36	х	18	SIDEWALK / CLOSED / CROSS HERE (RIGHT)				
R9-11 (L)	36	х	18	SIDEWALK / CLOSED / CROSS HERE (LEFT)				
₩3-5a	48	х	48	15 MPH / SPEED ZONE / AHEAD			2	
W4-2	48	х	48	LANE ENDS (SYMBOL)			2	
W3-4	48	х	48	BE / PREPARED / TO STOP			2	
				PROJECT TOTALS =	16		26	

ITEM NUMBER	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	AS CONST.
630-00000	FLAGGING	HOUR	100	
630-00007	TRAFFIC CONTROL INSPECTION	DAY	20	
630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	20	
630-80336	BARRICADE (TYPE 3 M-B)(TEMPORARY)	EACH	2	
630-80358	ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANEL (C TYPE)	EACH	2	
630-80359	PORTABLE MESSAGE SIGN PANEL	DAY	20	
630-80360	DRUM CHANNELIZING DEVICE	EACH	40	
630-80363	DRUM CHANNELIZING DEVICE (WITH LIGHT)(FLASHING)	EACH	60	
630-80364	DRUM CHANNELIZING DEVICE (WITH LIGHT)(STEADY BURN)	EACH		
630-80377	PORTABLE WATER FILLED BARRIER (TEMPORARY)	LF		
630-80390	CHANNELIZING DEVICE (SPECIAL)	EACH		
630-86800	TRAFFIC SIGNAL (TEMPORARY)	LS		

### SCHEDULE OF CONSTRUCTION SIGN PANEL (SPECIAL) 630-80344

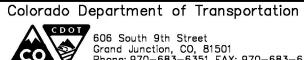
ITEM		EACH		QUANTITY	TOTAL SQ.	AS
		DIMENSION	SQ. FT.	EACH	FT.	CONST.
GRAND JUNCTION / ALL BUSINESS / ACCESS OPEN			10	2	20	
	TOTAL				20	

\* SEE PROJECT SPECIAL PROVISIONS - PUBLIC INFORMATION SPECIFICATION

Sheet Revisions

Comments

Init.



Region 3

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506 South 9th Street Grand Junction, CO, 81501	
Phone: 970–683–6351 FAX: 970–683–6369	
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As Constructed	TABULATION OF TOA	Project No./Code		
No Revisions:	FFIC CONTROL DEVICES	SHO M555-033		
Revised:	Designer: JCS	Structure Numbers	22497	
Void:	Detailer: JCS Sheet Subset: TAB		Sheet Number 44	

### STREET LIGHTING GENERAL NOTES:

- I. THIS PROJECT CONSISTS OF WORK TO INSTALL ALL WIRING, CONDUIT, PULL BOXES, POWER PANEL AND CONTROLLER. ADDITIONAL PEDESTRIAN LIGHTING, FOUNDATIONS, CONDUIT AND WIRING WILL BE INSTALLED AT A LATER DATE AS DETERMINED BY THE CITY OF GRAND JUNCTION. REFERENCE SCHEDULE OF LIGHTING DEVICES AND SUMMARY OF QUANTITIES DRAWING LE2.
- 2. THE CONTRACTOR SHALL FURNISH AND INSTALL 30' LIGHT STANDARDS WITH DOUBLE 10' ARMS. TYPICAL BREAK AWAY TYPE TRANSFORMER BASE. AS SPECIFIED ON THE PLANS. THE ITEMS NUMBERS ARE AS FOLLOWS. FROM M \$ H LIGHTING LOCATED AT 1044 SPEER BOULEVARD, DENVER, CO 80204-0222, 303.573.0222. THE ITEMS NUMBERS ARE AS FOLLOWS.
  - 30' BLACK POLE: EXCEL ID # 213432, VALMONT PART #213432, PART#DB00880-800A30-9017/BK
  - IO' ARMS (DOUBLE): EXCEL ID#2 | 34 | 2, VALMONT PART #DB00880-MD- | 0-90 | 7/BK
- 3. THE CONTRACTOR SHALL FURNISH AND INSTALL THE FOLLOWING ITEMS FROM MOUNTAIN STATES LIGHTING, P.O. BOX 449, CONIFER, CO, 303.838.4430. LUMINAIRE:
  - TYPE SLD GE LIGHTING CATALOG NO. ERLH-O-15-E140-D-GRAY035
- 4. LIGHT STANDARD & LUMINAIRE (PEDESTRIAN), SHALL INCLUDE THE FOLLOWING ITEMS FROM M & H LIGHTING LOCATED AT 1044 SPEER BOULEVARD, DENVER, CO 80204-0222, 303.573.0222. THE ITEMS NUMBERS ARE AS FOLLOWS.
  - TYPE SA STERNBERG LIGHTING- CATALOG NO. 1220LEDPT/S4 PT/5SQ 14/4A1R35T3/MLWA/BKT
- 5. TYPE "SLD" STANDARD AND THE "SA" STANDARD WILL NOT BE ORDERED WITH A PHOTO CELL,
- 6. ALL LIGHTING TYPE "SA" AND TYPE "SLD" LUMINAIRE INSTALLED ON THE PROJECT WILL BE CONTROLLED WITH A CENTRALIZED PHOTO CELL LOCATED AT THE POWER PANEL.
- 7. THE CONTRACTOR SHALL FURNISH AND INSTALL RECTANGULAR RAPID FLASHING BEACON SYSTEM TO BE ORDERED FROM CARMANAH TECHNOLOGIES CORPORATION 877.722.8877. RECTANGULAR RAPID FLASHING BEACON SYSTEM "FB-3", "FB-7" AND "FB-10" WILL BE ORDERED WITH HARDWARE TO MOUNT TO LIGHT POLE.
  - CARMANAH CATALOG NO. SC-315
- 8. THE CONTRACTOR SHALL FURNISH AND INSTALL THE POWER PEDESTAL "PP2" FROM MILBANK MANUFACTURING:
  - MILBANK CATALOG NO. CP3B5 | 1HA22CSSL1
- 9. ELEVATIONS SHOWN IN THE SCHEDULE OF LIGHTING DEVICES ON THE PLANS SHEETS REPRESENT THE DESIGN FINISHED GRADE OR THE EXISTING GROUND FINISHED GRADE. THESE ELEVATIONS DO NOT INDICATE THE TOP ELEVATION OF THE LIGHT STANDARD FOUNDATION. LIGHT STANDARD FOUNDATIONS FOR THE 30' POLES SHALL BE CONSTRUCTED AS INDICATED IN DRAWINGS. PEDESTRIAN LIGHTING FOUNDATIONS SHALL BE CONSTRUCTED PER THE MANUFACTURERS RECOMMENDATIONS.
- 10. PULL BOXES FOR LIGHT STANDARD (PEDESTRIAN) WILL BE TYPE I CDOT PULL BOXES | | "X | 8"X | 2". PULL BOXES FOR FUTURE LIGHTING WILL HAVE | 0' OF WIRING COILED IN PULL BOX FOR CONNECTION TO FUTURE LIGHTING.
- 11. PULL BOXES FOR LIGHT STANDARD WILL BE CDOT TYPE 1, 11"X18"X12". EACH STANDARD LIGHT WILL HAVE A PULL BOX INSTALLED NEAR THE LIGHT. PULL BOXES WILL BE INSTALLED IN GRADES WITHOUT CONCRETE WHERE POSSIBLE.
- 12. ALL NEW ELECTRICAL CONDUIT SHALL BE SCHEDULE 80 PVC UNLESS NOTED OTHERWISE, TYPICAL. EACH WILL HAVE PULL STRING AND TRACE WIRE INSTALLED. ALL LOADS TO BE WIRED IN PARALLEL TO AVOID EXCESSIVE VOLTAGE DROP.
- 13. UNLESS OTHERWISE NOTED, THE WORK DESCRIBED ON THE PLANS SHALL INCLUDE PROVIDING ALL LABOR AND MATERIALS NECESSARY FOR A COMPLETE AND OPERATIONAL ELECTRICAL SYSTEM. FURNISH ALL REQUIRED ITEMS WHETHER SUCH ARE SPECIFICALLY SHOWN OR NOT.
- 14. INFORMATION SHOWN ON DRAWINGS IS DIAGRAMMATIC ONLY AND SHALL NOT BE SCALED. OBTAIN VERIFY EXACT LOCATIONS, MEASUREMENTS, LEVELS, SPACE REQUIREMENTS, POTENTIAL CONFLICTS AMONG TRADES AND FOR ADJUSTING THE WORK REQUIRED BY THE ACTUAL CONDITIONS OF THE PROJECT. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDER GROUND OBSTRUCTIONS AND MAKING ALLOWANCES FOR FIELD ADJUSTMENT OF LOCATION OF LUMINARIES TO AVOID SHUT DOWN OF ANY SERVICES OR SYSTEMS THAT ARE TO REMAIN.
- 15. DEMOLITION AND REMOVAL OF EXISTING LUMINARIES, FOUNDATIONS, WIRING AND CONDUIT TO BE COMPLETED BY CONTRACTOR AS PART OF THIS CONTRACT.
- I 6. BEFORE SUBMITTING THE BID ELECTRICAL CONTRACTOR SHALL VISIT AND EXAMINE THE PREMISES AND/OR JOB SITE SO AS TO ASCERTAIN THE EXISTING CONDITIONS IN WHICH HE WILL BE OBLIGED TO OPERATE IN PERFORMING HIS PART OF THE CONTRACT TO ANTICIPATE ANY POSSIBLE SPACE RESTRICTIONS OR CONSTRAINTS THAT COULD AFFECT THE TIMELY COMPLETION OF THE ELECTRICAL WORK IN ACCORDANCE WITH THE INTENT OF THE SPECIFICATIONS AND DRAWINGS. THE ELECTRICAL CONTRACTOR SHALL REPORT TO THE THE PROJECT ENGINEER OR GENERAL CONTRACTOR ANY CONDITIONS THAT MIGHT PREVENT THE SPECIFIED ELECTRICAL WORK FROM BEING PERFORMED IN THE MANNER INTENDED. NO CONSIDERATION OR ALLOWANCE WILL BE GRANTED TO THE ELECTRICAL CONTRACTOR FOR FAILURE TO VISIT THE PROJECT SITE, OR FOR ANY ALLEGED MISUNDERSTANDING OF THE MATERIALS TO BE FURNISHED OR WORK TO BE DONE.
- 17. THE ELECTRICAL CONTRACTOR SHALL EXAMINE THE DRAWINGS OF ALL TRADES WHOSE WORK RELATES TO OR IS DEPENDENT ON ELECTRICAL WORK TO BECOME FULLY INFORMED OF THE EXTENT AND CHARACTER OF THEIR SPECIFIED WORK AND BE ABLE TO COORDINATE WITH OTHER TRADES WHILE AVOIDING POSSIBLE INTERFERENCE WITH THE ELECTRICAL WORK.

### LIGHTING LEGEND

 NEW ROADWAY LIGHT STANDARD, 161W LED TYPE E1 LUMINAIRE, 30' POLE AND NEW CONCRETE FOUNDATION.

SLD-1 LIGHT STANDARD IDENTIFICATION NUMBER, 30' TWO ARM

PPI-X ELECTRICAL CIRCUIT NUMBER (REFER TO PANEL SCHEDULES)

HEAVY DUTY, TRAFFIC RATED, FLUSH-TO-GRADE POLYMER CONCRETE SPLICE BOX WITH HEAVY DUTY, TRAFFIC RATED, BOLTED COVER. | | "X | 8"X | 2" TYPE | .

UNDER GROUND BURIED RACEWAY (2#2 THWN CU AND 1#2 GND) N 2" PVC CONDUIT (UNLESS NOTED OTHERWISE ON PLANS) IN 24" DEEP TRENCH, BURY AND COMPACTED BACKFILL TO PRE CONSTRUCTION CONDITION.

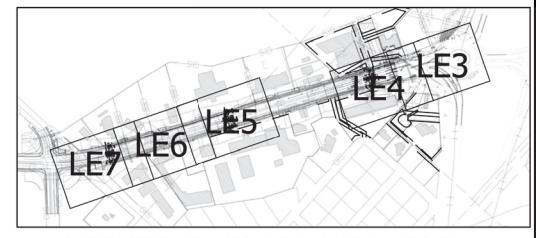


POST TOP PEDESTRIAN STANDARD.



RECTANGULAR RAPID FLASHING BEACON SYSTEM STANDARD.





## LIGHTING PLAN KEY MAP





### Colorado Department of Transportation



Region 3

606 South 9th Street Grand Junction, CO, 81501 Phone: 970-683-6351 FAX: 970-683-6369

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Sheet Pavisions

Grand Junction

333 West Ave. Grand Junction, CO, 81501 Phone: 970-244-1554

As Constructed	HODIZON DDIVE ODG	CCMVI NC	Project No./Code
No Revisions:	HORIZON DRIVE CRO LIGHTING GENERAL		SHO M555-033
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	Detailer: JCS	Numbers _	
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			Sche	dule of Light	ing Devices					
LONG DESC	CRIPTION			FOOT)	ARD METAL (30 (2 ARM)	LIGHT ST FOUND	FANDARD DATION	LUMINAIRE (F	NDARD AND EDESTRIAN 95	NOTES
UNITS				EA	CH	EA	CH	E/	ACH .	
				PLAN	AS CONST	PLAN		PLAN	AS CONST	
SHEET NO.	I.D. NO.	E	N							
LE-4	FB-1	97755.29	51473.04							
LE-4	FB-2	97794.42	51458.99							
LE-4	FB-3	97772.92	51422.29							
LE-4	FB-4	97808.87	51405.52							
LE-4	SA-1	97746.26	51464.49			1		1		1,2
LE-4	SA-2	97815.38	51415.42			1		1		1,2
LE-4	SLD-1	97772.92	51422.29	1		1				3
LE-5	FB-5	97329.94	50769.08							
LE-5	FB-6	97365.72	50753.55							
LE-5	FB-7	97348.69	50725.50							
LE-5	FB-8	97384.28	50709.34							
LE-5	SA-3	97320.71	50760.76			1		1		1,2
LE-5	SA-4	97392.26	50718.23			1		1		1,2
LE-5	SLD-2	97348.69	50725.50	1		1				3
LE-7	FB-10	96983.28	50132.58							
LE-7	FB-11	97001.99	50159.53							
LE-7	FB-12	97022.5738	50111.7818							
LE-7	FB-9	96966.83	50177.58							
LE-7	SA-5	96959.16	50168.56			1		1		1,2
LE-7	SA-6	97025.99	50123.18			1		1		1,2
LE-7	SLD-3	96983.28	50132.58	1		1				3
PROJECT T	OTALS			3		9		6		

### SCHEDULE OF LIGHTING DEVICES NOTES:

- 1. FOUNDATION TOP HEIGHT EQUAL TO ADJACENT SIDEWALK
- 2. LUMINAIRE LED (95 WATT) IS TO BE INCLUDED IN THE COST OF PAY ITEM LIGHT STANDARD AND LUMINAIRE (PEDESTRIAN) 3. FOUNDATION PER CDOT STANDARD M-613-1

Tabulation of Lighting/Electrical Quantities							
Item No.	Construction Note Description	Quantity	Unit	NOTES			
	Lighting Control Center (Special)	1	EA				
	Light Standard and Luminaire (Pedestrian)	6	EA				
	Luminaire LED Street 2-Head (365 Watt)	3	EΑ				
	Wiring	1	LS				
SUMMARY NOTES:							







## Colorado Department of Transportation

Region 3

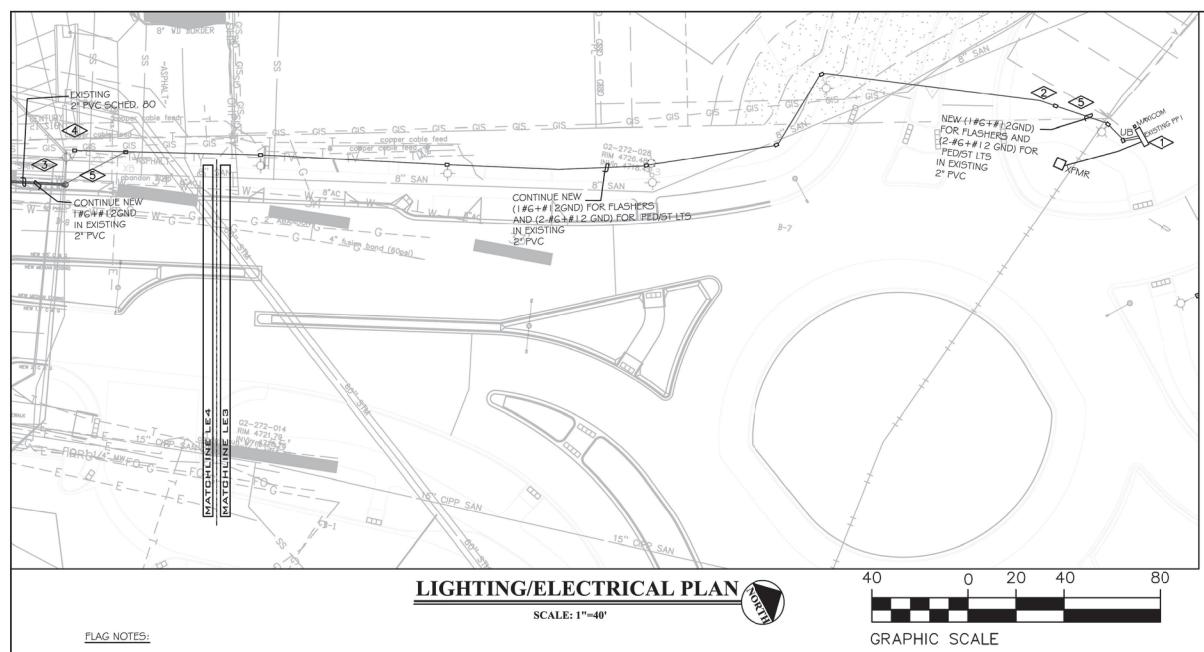
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333 West Ave. Grand Junction. CO. 81501 Phone: 970-244-1554	١

As Constructed	HODIZON DDIVE OD	OCCMVI NC	Project No./Code
No Revisions:	HORIZON DRIVE CRO LIGHTING SCHEDULE		SHO M555-033
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	Detailer: JCS	Numbers _	
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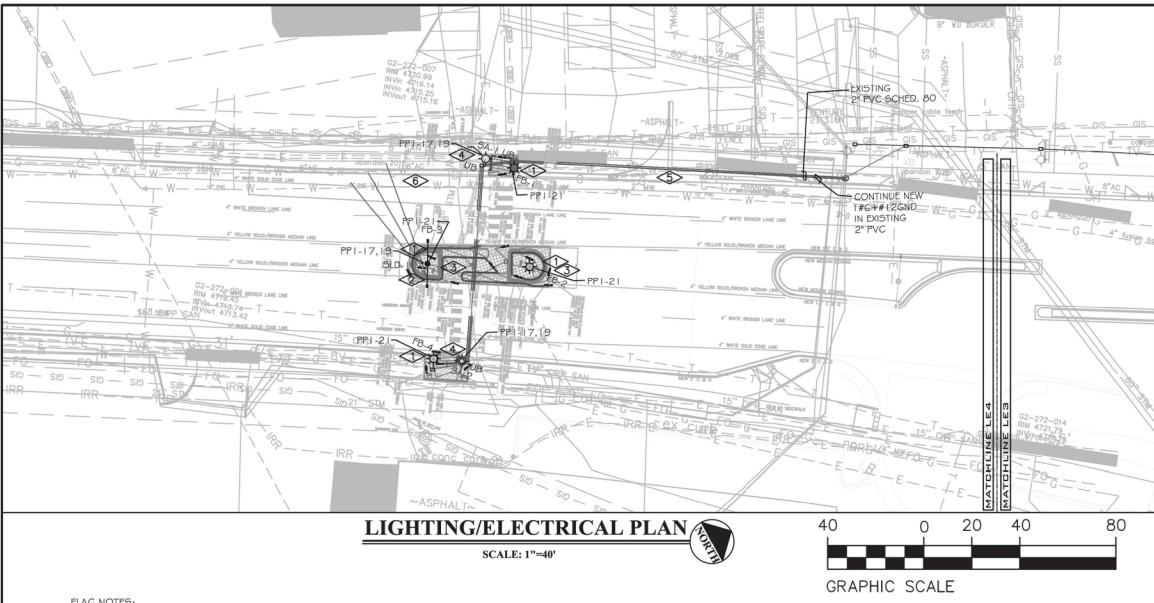
- PROVIDE NEW 1 POLE 120 VOLT CIRCUIT BREAKER IN PANEL PP1 TO POWER FLASHERS, WIRE WITH (#6 THWN CU +#12 GND)
- CONNECT NEW (#6 THWN CU + #12 GND) FROM EXISTING SPARE 20 AMP 2 POLE BREAKER, RUN WIRE IN EXISTING 2' CONDUIT FROM PP1 TO NEW CROSSWALK STREET AND PEDESTIRAN LIGHTS. POWER FROM BREAKER TO BE ROUTED VIA EXISTING CONTACTOR, NEXT TO PANEL PP1, FOR AUTOMATIC ON OFF FUNCTIONS. UPDATE PANEL SCHEDULE AND LABEL WIRING, TYPICAL.
- STRING AND TRACE WIRE FOR CONDUIT.
- ← PULL BOXES AND CONDUIT ARE EXISTING BACK TO PANEL 'PP1'.
- S>RUN NEW WIRE TO CROSSWALK IN NEXT AVAILABLE CONDUIT WITH ADEQUATE SPACE, FIELD VERIFY CONDUITS HAVE REQUIRED SPACE PER NEC PRIOR TO INSTALLATION OF NEW WIRE, TYPICAL.







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Grand Junction, CO, 81501 Phone: 970–683–6351 FAX: 970–683–6369		<u> </u>	_	COLORADO		Danianari ICS	Structure _	22497
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### FLAG NOTES:

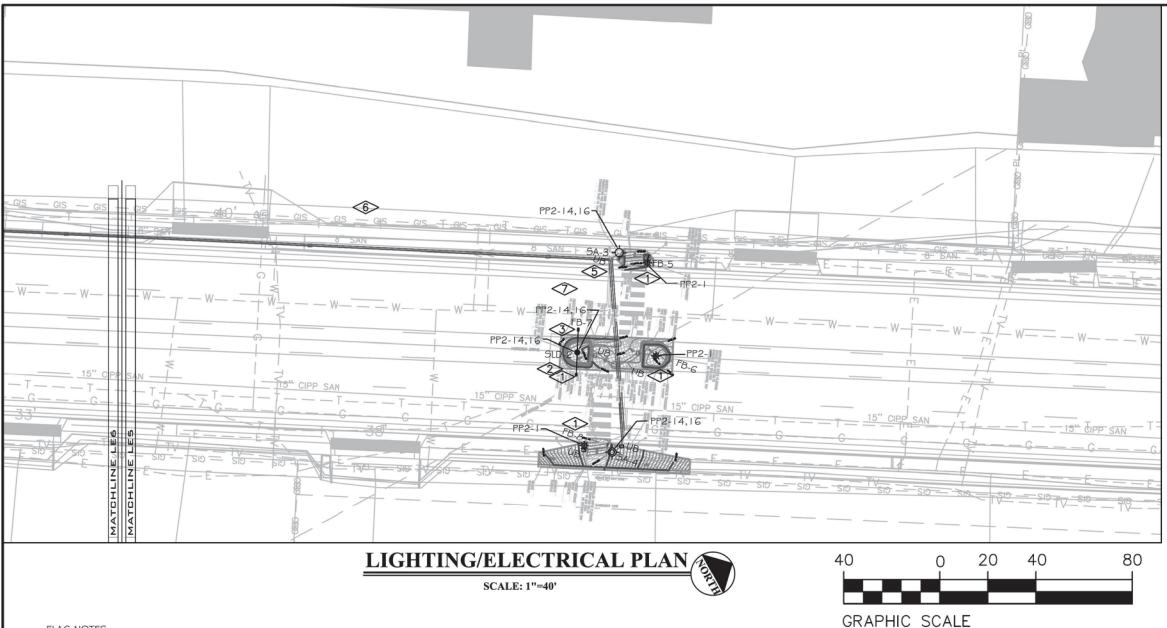
- √VIRE NEW RECTANGULAR RAPID FLASHING BEACON SYSTEM TO NEW 120 VOLT 20 AMP CIRCUIT FROM PANEL PP1. FIELD VERIFY EXACT LOCATION WITH OWNER AND COORDINATE INSTALLATION WITH PROVIDER PRIOR ROUGH-IN.
- √2>WIRE NEW DOUBLE ARM 30' LIGHT POLE TYPE SLD TO NEW 240 VOLT 20 AMP 2-POLE CIRCUIT. CIRCUIT TO BE CONTROLLED VIA CONTACTOR LOCTED NEXT TO PANEL PP-1
- ≪3>NEW RECTANGULAR RAPID FLASHING BEACON SYSTEM "FB-3" TO BE MOUNTED TO LIGHT POLE. COORDINATE INSTALLATION WITH PROVIDER PRIOR TO ROUGH-IN.
- ◆VIRE NEW PEDESTRIAN LIGHT TO NEW 20 AMP 208 VOLT 2-POLE CIRCUIT, CIRCUIT TO BE CONTROLLED VIA CONTACTOR LOCTED NEXT TO PANEL PP-1
- ⟨5⟩ WIRING TO BE (#6 THWN CU + #12 GND) UNLESS OTHERWISE NOTED.
- <6>EACH TYPE 'SA' AND 'SLD' TYPE FIXTURES T□ HAVE TYPE 1 PULL B□X, TYPICAL.







#### Colorado Department of Transportation Sheet Revisions Project No./Code As Constructed HORIZON DRIVE NORTH CROSSWALK LIGHTING PLAN Comments Init. 606 South 9th Street Grand Junction, CO, 81501 Phone: 970–683–6351 FAX: 970–683–6369 SHO M555-033 No Revisions: COLORADO CO Designer: Structure Revised: 22497 lumber: Detailer: Region 3 SHY 48 LE4 333 West Ave. Grand Junction, CO, 81501 Phone: 970-244-1554 Void: Sheet Subset: General Subset Sheets: 4 of 11



FLAG NOTES:

- VERIFY EXACT LOCATION WITH OWNER AND COORDINATE INSTALLATION WITH PROVIDER PRIOR ROUGH-IN.
- √2 VIRE NEW DOUBLE ARM 30' LIGHT POLE TYPE SLD TO NEW 240 VOLT 20 AMP 2-POLE CIRCUIT, CIRCUIT TO BE SWITCHED ON AND OFF AT CABINET.
- NEW RECTANGULAR RAPID FLASHING BEACON SYSTEM 'FB-7' TO BE MOUNTED TO LIGHT POLE, COORDINATE INSTALLATION WITH PROVIDER PRIOR TO ROUGH-IN.
- ◆ WIRE NEW PEDESTRIAN LIGHT TO NEW 20 AMP 208 VOLT 2-POLE CIRCUIT IN PANEL PP2.
- STUB UP EMPTY 2' CONDUIT IN JBOX, PROVIDE PULL STRING, PLUGS AND TRACE WIRE.
- ◆ WIRING TO BE (#6 THWN CU + #12 GND) UNLESS OTHERWISE NOTED.
- >EACH TYPE 'SA' AND 'SLD' TYPE FIXTURES TO HAVE TYPE 1 PULL BOX, TYPICAL.

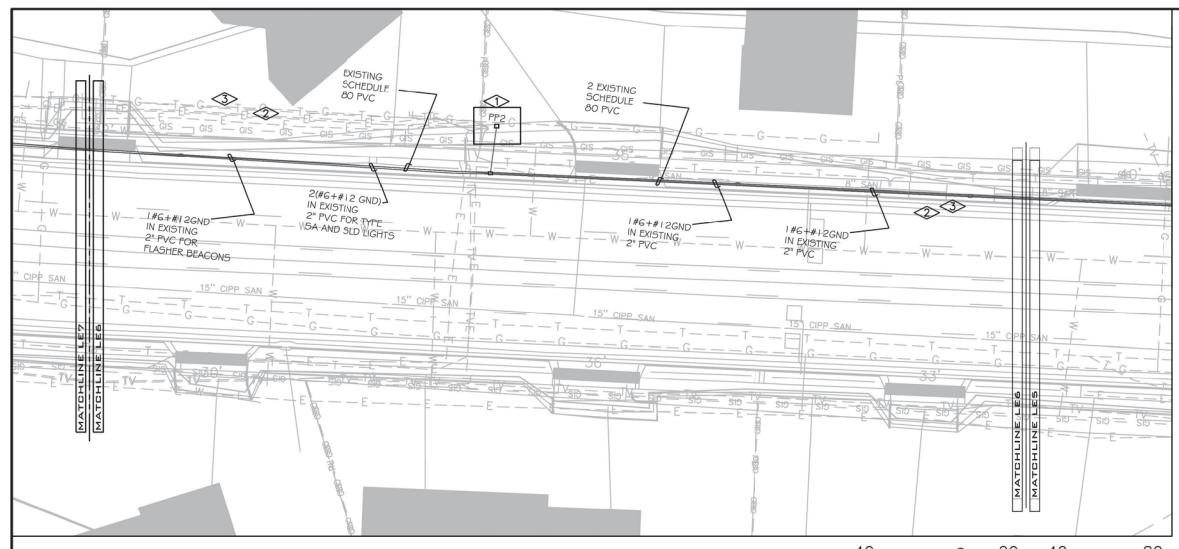






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606 South 9th Street Grand Junction, CO, 81501 Phone: 970–683–6351 FAX: 970–683–6369					COLORADO	Revised:	Designer:	JCS	Structure	_	22497
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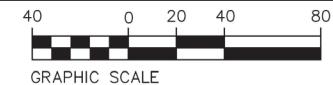




LOCATION OF NEW 100 AMP PEDESTAL PP2 DETAIL

## LIGHTING/ELECTRICAL PLAN

SCALE: 1"=40'



### FLAG NOTES:

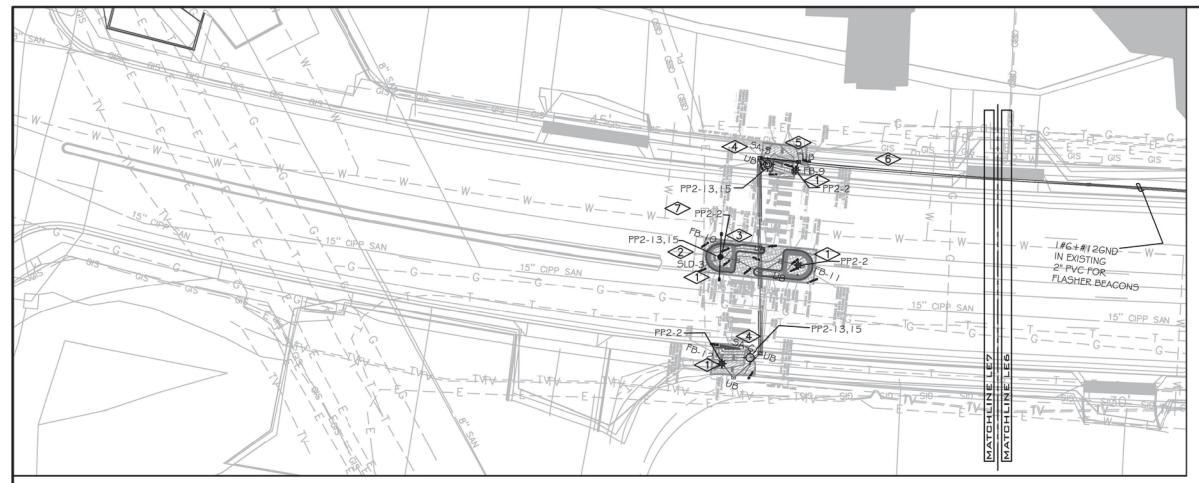
- PROVIDE NEW 100A 1 PHASE 208/120 VOLT MILBANK PEDESTAL PANEL, PANEL TO BE LOCATED NORTH OF EXISTING XCEL SWITCH CABINET. BETWEEN EXISTING HYDRANT AND SWITCH CABINET, FIELD VERIFY EXACT LOCATION OF PEDESTAL WITH EXCEL AND CLEARANCE TO EXISTING FIRE HYDRANT PRIOR TO ROUGH-IN. REFERENCE "LOCATION OF NEW 100 AMP PEDESTAL PP2" DETAIL. SUPPLY PHOTOCELL TO PEDESTAL AND POSITION PEDESTAL SO THAT PHOTOCELL IS FACING NORTH, TYPICAL.
- PROVIDE (1#6+#12 GND) TO PEDESTRIAN LIGHTS TYPE "SA" AND STREET LIGHT TYPE "SLD". CIRCUIT TO NEW 20 AMP 208 VOLT SWITCHED BREAKER IN NEW PEDESTAL PP2.
- 3>PROVIDE (1#6+#12 GND) TO RECTANGULAR RAPID FLASHING BEACON SYSTEM LIGHTS. CIRCUIT TO NEW UNSWITCHED 20 AMP 120 VOLT CIRCUIT BREAKER IN PEDESTAL PP2.







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### FLAG NOTES:

- WIRE NEW RECTANGULAR RAPID FLASHING BEACON SYSTEM TO NEW 120 VOLT 20 AMP CIRCUIT IN NEW PANEL PP2, FIELD VERIFY EXACT LOCATION WITH OWNER AND COORDINATE INSTALLATION WITH PROVIDER PRIOR ROUGH-IN.
- WIRE NEW DOUBLE ARM 30' LIGHT POLE TYPE SLD TO NEW 240 VOLT 20 AMP 2-POLE CIRCUIT, CIRCUIT TO BE SWITCHED ON AND OFF AT CABINET.
- NEW RECTANGULAR RAPID FLASHING BEACON SYSTEM "FB-10" TO BE MOUNTED TO LIGHT POLE. COORDINATE INSTALLATION WITH PROVIDER PRIOR TO ROUGH-IN.
- ◆WIRE NEW PEDESTRIAN LIGHTS TO NEW 20 AMP 208 VOLT 2-POLE CIRCUIT IN PANEL PP2.
- STUB UP EMPTY 2' CONDUIT IN JBOX, PROVIDE PULL STRING AND PLUGS. CIRCUIT TO BE SWITCHED ON AND OFF AT CABINET.
- ⟨6⟩ WIRING T□ BE (#6 THWN CU + #12 GND) UNLESS □THERWISE N□TED.
- TYPE 'SA' AND 'SLD' TYPE FIXTURES TO HAVE TYPE 1 PULL BOX, TYPICAL.





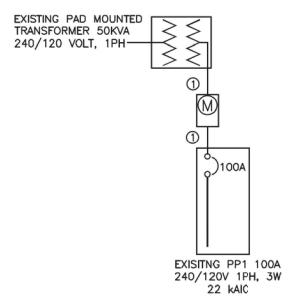


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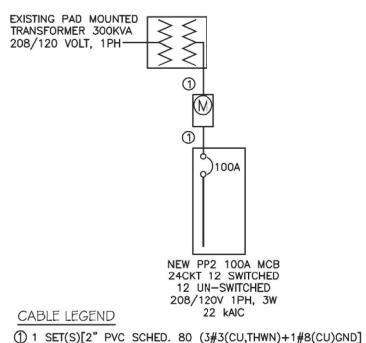
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CABLE LEGEND

1 SET(S)[2" PVC SCHED. 80 (3#3(CU,THWN)+1#8(CU)GND]





## A ONE-LINE DIAGRAM NOT TO SCALE

### GENERAL NOTES:

- I. IN AS MUCH AS DESIGN REQUIRES THAT CERTAIN ASSUMPTIONS BE MADE REGARDING EXISTING CONDITIONS, AND BECAUSE SOME OF THESE ASSUMPTIONS CANNOT BE VERIFIED. FIELD COORDINATION DURING CONSTRUCTION SERVICES IS IMPERATIVE. CONTRACTORS BIDDING THIS WORK MUST MAKE REASONABLE ALLOWANCES FOR UNFORESEEN CONTINGENCIES.
- 2. THE SERVING ELECTRICAL ASSOCIATION SHALL ADVISE THE OWNER/ENGINEER PRIOR TO SERVICE MODIFICATION REQUIRING COST TO THE OWNER.
- REFERENCE CIVIL, LANDSCAPE AND IRRIGATION DRAWING PLANS FOR COORDINATION AND LOCATION OF ALL UNDER GROUND SYSTEMS.
- 4. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES AS REQUIRED: REFERENCE CIVIL LANDSCAPE AND IRRIGATION DRAWINGS.
- ALL WIRING IS SHOWN DIAGRAMMATICALLY ON DRAWINGS, FIELD VERIFY ALL CONDITIONS PRIOR TO ROUGH-IN.
- G. ALL ELECTRICAL WORK SHALL COMPLY WITH THE LATEST EDITION OF NATIONAL ELECTRICAL CODE AND ALL APPLICABLE LOCAL CODES.
- 7. ALL NEW BRANCH CIRCUITS TO BE #6 THWN CU UNLESS NOTED OTHERWISE.
- 8. CONDUCTOR COUNT IS SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL INSURE THAT ANY AND ALL DEVICES AND EQUIPMENT ARE CIRCUITED PROPERLY. CONTRACTOR SHALL ENSURE THAT NO EQUIPMENT OR DEVICES ARE COMBINED OTHER THAN WHAT IS DEPICTED.
- 9. FIELD VERIFY ALL DIMENSIONS, DO NOT SCALE DRAWINGS.
- COORDINATE INSTALLATION OF METER AND ELECTRICAL REQUIREMENTS WITH XCEL ENERGY, FOR PANEL PP2.







Colorado Department of Transportation

Region 3

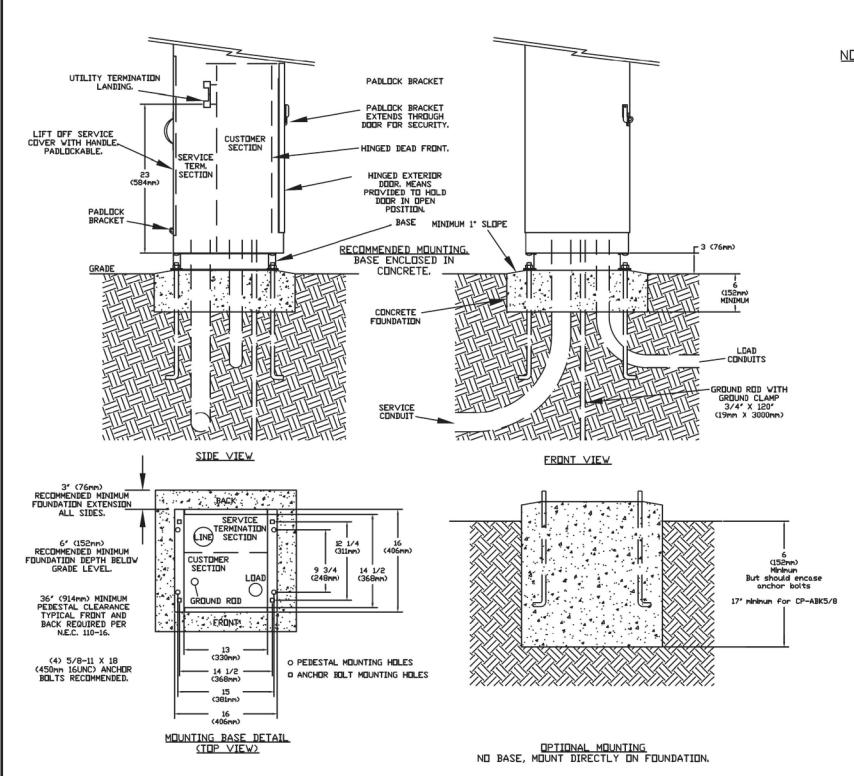
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As Constructed	HORIZON DRIVE CRO	ISSWALK	Project No./Code
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	Detailer: JCS	Numbers _	
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### NOTES PEDESTAL PP2

1, MILBANK - CATALOG NO. CP3B511HA22CSSL1, CONTROL CABINET SHALL BE U/L LISTED 'INDUSTRIAL CONTROL PANEL' PER UL 508.

2. CONSTRUCTION SHALL BE NEMA 3R. 12 GA. AGO STEEL POWDER COATED MINT GREEN WITH PHOTO ELECTRIC CELL IN SERVICE CABINET. ELECTRICAL CONTRACTOR TO PROVIDE PHOTOCELL.

3, VOLTAGE RATINGS OF SERVICE EQUIPMENT SHALL CONFORM TO THE SERVICE VOLTAGES INDICATED ON THE PLANS.

4. SERVICE EQUIPMENT ENCLOSURE AND METERING EQUIPMENT SHALL MEET THE REQUIREMENTS OF THE SERVING UTILITY. WHEN THE SERVING UTILITY PROVIDES BOTH METERED AND UNMETERED CIRCUITS, A SEPARATE BUS SHALL BE PROVIDED FOR EACH CIRCUIT. THE METER AREA SHALL HAVE A SEALING, LOCKABLE, RAIN TIGHT COVER THAT CAN BE REMOVED WITHOUT THE USE OF TOOLS.

5. SERVICE EQUIPMENT SHALL BE FACTORY WIRED AND CONFORM TO NEMA STANDARDS.

6. THE EXTERIOR DOOR SHALL HAVE PROVISIONS FOR PADLOCKING. THE PADLOCK HOLE SHALL BE A MINIMUM DIAMETER of 111mm.

7. ALL TERMINALS FOR INCOMING SERVICE CONDUCTORS SHALL BE COMPATIBLE WITH EITHER COPPER OR ALUMINUM CONDUCTORS SIZED TO SUIT THE CONDUCTORS SHOWN ON THE PLAN. TERMINAL LUGS SHALL BE COPPER OR TIM-PLATED ALUMINUM, SOLID NEUTRAL TERMINAL STRIP SHALL BE RATED 125A UNLESS OTHERWISE SPECIFIED AND FOR USE WITH COPPER OR ALUMINUM CONDUCTORS, THE TERMINAL SHOULD INCLUDE BUT NOT BE LIMITED TO:

A) INCOMING TERMINALS (LANDING LUGS)

B) NEUTRAL LUGS

C) SOLID NEUTRAL TERMINAL STRIP.

D) TERMINAL STRIPS FOR CONDUCTORS WITHIN THE ENCLOSURE.

8. AT LEAST 4 STANDARD SINGLE POLE 240V AND 1 SINGLE POLE 120 CIRCUIT BREAKER SPACES (20mm NOMINAL) SHALL BE PROVIDED FOR BRANCH CIRCUITS, CIRCUIT BREAKER INTERIORS SHALL BE COPPER. INTERIORS SHALL ACCEPT PLUG-IN OR CABLE-IN/ CABLE-OUT CIRCUIT BREAKERS.

9. PLUG-IN CIRCUIT BREAKERS MAY BE MOUNTED IN THE VERTICAL OR HORIZONTAL POSITION. CABLE-IN/ CABLE-OUT CIRCUIT BREAKERS SHALL BE MOUNTED IN THE VERTICAL POSITION.

10. FASTENERS ON THE EXTERIOR OF THE ENCLOSURE SHALL BE VANDAL RESISTANT AND SHALL NOT BE REMOVABLE FROM THE EXTERIOR. ALL NUTS, BOLTS, SCREWS, WASHERS, AND HINGES SHALL BE STAINLESS STEEL.

11. PHENDLIC NAME PLATES SHALL BE PROVIDED AS REQUIRED.

12. A PLASTIC COVERED WIRING DIAGRAM SHALL BE ATTACHED TO THE INSIDE OF THE FRONT DOOR.

13. FOUNDATION SHALL EXTEND 50mm MINIMUM BEYOND EDGE OF ENCLOSURE.







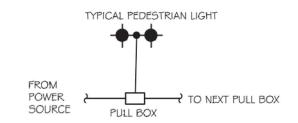
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### TYPICAL POWER PEDESTAL/LIGHTING CONTROL CENTER (SPECIAL) PLAN NOT TO SCALE

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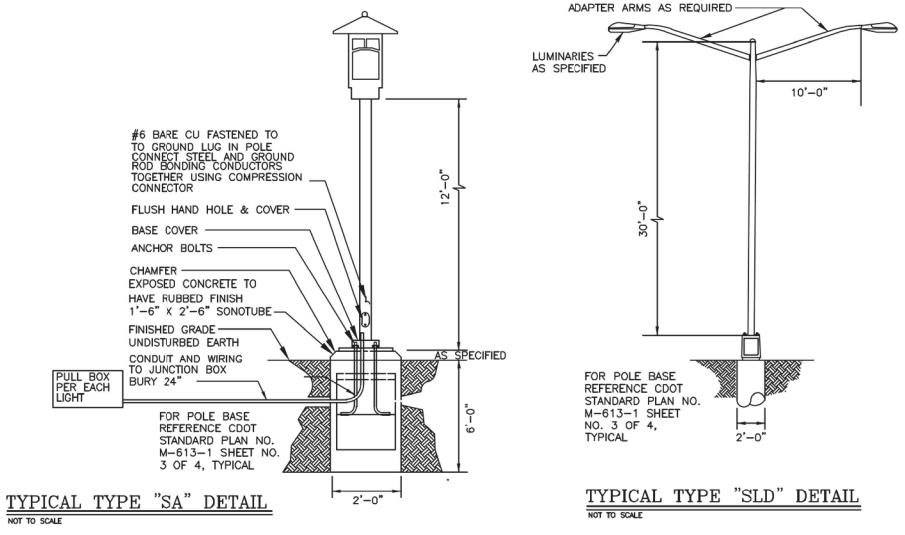
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- I. EACH INSTALLED AND FUTURE LIGHT LOCATION TO HAVE PULL BOX
- 2. COIL 10 OF WIRE FOR CONNECTION TO FUTURE LIGHTING

### UTILITY BOX CONNECTION DETAIL



### POLE DETAIL NOTES:

- 1. ORDER 5" SQUARE POLES. POLES TO USE 11" BOLT CIRCLES. OBTAIN POLE MOUNTING TEMPLATE PATTERN FROM MANUFACTURER PRIOR TO ROUGH—IN.
- 2. PROVIDE EACH PEDESTRIAN LIGHT INSTALLED IN THIS CONTRACT WITH J-BOX.
  3. ELECTRICAL CONTRACTOR TO ORDER ALL REQUIRED HARDWARE FOR MOUNTING OF EACH LUMINARIES.
- 4. REFERENCE CDOT STANDARD PLAN NO. M-613-1 FOR INSTALLATION DETAILS, TYPICAL.
- 5. NOTIFY ENGINEER OF ANY OBSTRUCTIONS TO POLE PLACEMENT IMMEDIATELY BEFORE PROCEEDING. 6. VERIFY REQUIRED VOLTAGE OF FOR EACH LUMINARIES WITH AVAILABLE VOLTAGES PRIOR TO ORDERING.

	LUMINAIRE SCHEDULE SCULPTURE									
TYPE	MANUFACTURER MODEL NUMBER	APPROVAL	VOLTAGE MOUNTING	BALLAST LAMPE TYPE	DESCRIPTION					
			# OF LAMPS	WATTS						
	STERNBERG LIGHTING		240	ELECTRONIC	PEDESTRIAN LUMINAIRE, POST TOP MOUNTED, LED, CUTOFF, ORDER POLE SO					
SA	SA 1220LEDPT/S4 PT/5SQ14/	20LEDPT/S4 PT /SSQ14/ OWNER POLE LED		LED	THAT LAMP HEIGHT IS 12 AFG MEASURED AT BOTTOM OF LUMINAIRE					
	4AIK35I SIVILIYYADKI			95						
SLD	GE LIGHTING ERSLH-0-15-E1-40-D-GRAY035 XCEL	OWNER	240 POLE	ELECTRONIC LED	DUAL ARM(10' EACH AT 180 DEGREES) MOUNTED STREET LUMINAIRE, LED, CUTOFF, ORDER POLE HEIGHT SO THAT LAMP HEIGHT IS 30' AFG MEASURED AT					
		REQUESTED	2	322W	BOTTOM OF LUMINARE.					

Sheet Revisions Comments

Init.

Date:







ACM CONSULTING ELECTRICAL DESIGN, CONSULTING ENGINEERS; PH: 970-245-7292 PO 3211 GRAND JCT., CO 81502

Colorado De	epartment of Transport	tation
CO	606 South 9th Street Grand Junction, CO, 81501 Phone: 970–683–6351 FAX: 970	-683-6369
Region 3		SHY

Grand	Junction COLORADO
333 West Ave. Grand Junctio	n, CO, 81501 Phone: 970-244-1554

As Constructed	POWER/LIGHTING PE	Project No./Code	
No Revisions:	CONTROL CENTER D		SHO M555-033
Revised:		Structure	22497
	Detailer: JCS	Numbers _	
Void:	Sheet Subset: General	Subset Sheets: 10 of 11	LE10 <b>54</b>

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50 S	l	S. CW LTS SPARE	NONE 95 95 SPARE 0 0	13 15 17 19 21 23		14 16 18 20 22 24	270 270	NONE	MID, CW LTS		20 2	SWITCHED SECTION
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FLAG NOTES:

- PROVIDE NEW 120 VOLT BREAKER TO PANEL PP1-21 FOR FEED TO FLASHER BEACONS.
- VIRE EXISTING 20 AMP 2 POLE BREAKER PP1-17,19 TO NEW PEDESTRIAN AND STREET LIGHTS VIA SPARE SPACES IN EXISTING CONTACTOR FOR PHOTOCELL CONTROL, LABEL CIRCUIT PED LIGHTS AND STREET LIGHT.







Colorado Department of Transportation Sheet Revisions	
	Init.
606 South 9th Street Grand Junction, CO, 81501 Phone: 970–683–6351 FAX: 970–683–6369	
Region 3 SHY	

Grand Junction

333 West Ave. Grand Junction, CO, 81501 Phone: 970-244-1554

1		EMAIL: Joeim@Acmengrs.com		
As Constructed	PANEL SCHEDULES		Project No./Code	
No Revisions:	TARLE SOMEDOLES		SHO M555-033	
Revised:	Designer: JCS	Structure	22497	
	Detailer: JCS	Numbers _		
Void:	Sheet Subset: General	Subset Sheets: 11 of 11	LE11 <b>55</b>	

### **MHOFF**

## ACORD.

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/09/2018

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

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

	g to this continuents historia in his a cr					
PRODUCER License # 0757776		CONTACT Ashley Anderson				
HUB International Insurance Service 2742 Crossroads Blvd	es (COL)	PHONE (A/C, No, Ext): (970) 254-3302	FAX (A/C, No):			
Grand Junction, CO 81506		E-MAIL ADDRESS: ashley.anderson@hubinternational.com				
		INSURER(S) AFFORDING COVERAGE		NAIC#		
		INSURER A: Employers Mutual Casualty Con	npany	21415		
INSURED		INSURER B: Pinnacol Assurance Company		41190		
PNCI Construction, Inc	<b>3.</b>	INSURER C:				
553 25 1/2 Road Grand Junction, CO 81505		INSURER D :				
		INSURER E :				
		INSURER F:				
COVERAGES	CERTIFICATE NUMBER:	REVISION NUM	MBER:			

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

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR		POLICY EFF	POLICY EXP	LIMIT	s	
Α	X	COMMERCIAL GENERAL LIABILITY				,, <u>-</u>	==,,	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	X	х	4X1972018	11/01/2017	11/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
	X	PD Ded \$500	100,000	3,400.0				MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	X	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:						EBL DED 1000	\$	2,000,000
Α	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO	X	X	4X1972018	11/01/2017	11/01/2018	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	X	UMBRELLA LIAB OCCUR					900 600	EACH OCCURRENCE	\$	5,000,000
		EXCESS LIAB CLAIMS-MADE			4X1972018	11/01/2017	11/01/2018	AGGREGATE	\$	5,000,000
		DED X RETENTION \$ 10,000							\$	
В	WOR	RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE 1/ N	N/A	X	4086923	11/01/2017	11/01/2018	E.L. EACH ACCIDENT	\$	1,000,000
		CER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Grand Junction Horizon Drive Crosswalks Project IFB-4558-18-DH

City of Grand Junction and its employees are included as additional insured under General Liability.

CERTIFICATE HOLDER	CANCELLATION
City of Grand Junction 250 N. 5th Street Grand Junction, CO 81501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Grand Junction, 00 0 1301	AUTHORIZED REPRESENTATIVE
	EMP

ACORD 25 (2016/03)

### GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

### A. EXPECTED OR INTENDED INJURY

**Section I – Coverage A,** Exclusion **a.** is amended as follows:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### **B. NON-OWNED WATERCRAFT**

**Section I – Coverage A,** Exclusion **g.(2)** is amended as follows:

- (2) A watercraft you do not own that is:
  - (a) Less than 60 feet long; and
  - (b) Not being used to carry person(s) or property for a charge;

### C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions j.(3) and (4) is amended to add the following:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE				
Limits Of Insurance	Deductible			
\$5,000 Each Occurrence	\$250 Per Claim			
\$10,000 Annual Aggregate				

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:
  - (1) insureds:
  - (2) claims made or "suits" brought;
  - (3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

### D. PROPERTY DAMAGE - ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs j.(3), j.(4), j.(6) and k. do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and Section IV – Commercial General Liability Conditions paragraph 4. Other Insurance is changed accordingly.

### E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under Section I – Coverage A, the last paragraph (after the exclusions) is replaced with the following: Exclusions c. through n. do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

### F. MEDICAL PAYMENTS

If Section I – Coverage C. Medical Payments Coverage is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

### **G. SUPPLEMENTARY PAYMENTS**

**Supplementary Payments – Coverages A** and **B** paragraphs **1.b.** and **1.d.** are replaced by the following:

- 1.b.Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d.All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

### H. SUBSIDIARIES AS INSUREDS

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

### I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, Section II – Who Is An Insured of this policy.
- 2. As provided herein, the insurance coverage provided to such additional insureds is limited to:
  - a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (1) In connection with your premises; or
  - (2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- **d.** Any state or governmental agency or subdivision or political subdivision, subject to the following:
  - (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
    - **(b)** The construction, erection or removal of elevators; or
    - (c) The ownership, maintenance or use of any elevators covered by this insurance.
  - (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- **(b)** "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:
  - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
  - **(b)** Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by any vendor;
  - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Subparagraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- (1) This insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land;
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

- The license granted to you by such person(s) or organization(s) expires; or
- Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- **k.** Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- I. Any Co-owner of Insured Premises, but only with respect to their liability as coowner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
- 3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
- 4. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, paragraph 2.a. (1) is amended to add the following:

e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

## K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

### L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

**Section II – Who Is An Insured**, paragraph **3.a.** is replaced by the following:

**3.a.** Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

### M. DAMAGE TO PREMISES RENTED TO YOU

**Section III – Limits of Insurance**, paragraph **6.** is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

### N. MEDICAL PAYMENTS - INCREASED LIMITS

**Section III – Limits of Insurance**, paragraph **7.** is replaced by the following:

- 7. Subject to paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - (a) \$10,000; or

(b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

## O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An "executive officer" or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An "executive officer" or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.

## P. PRIMARY AND NONCONTRIBUTORY ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions paragraph 4. Other Insurance is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

## Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions paragraph 6. Representations is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

## R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition paragraph 8. Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard".

### S. MENTAL ANGUISH

**Section V – Definition 3.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

### T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. Section II Who Is An Insured is amended to include as an additional insured:
  - Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
  - 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- **b.** The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- **b.** "Your work" for the additional insured and included in the "products completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- **b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

**a**. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

 Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement described in Paragraph A.1.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**D.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- **E.** All other terms and conditions of this policy remain unchanged.

### AMENDMENT — AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modi			

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your projects away from premises owned by or rented to you.

### COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

## A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

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

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

### C. EMPLOYEES AS INSUREDS

The following is added to the Section II – Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured Provision:

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

### D. EMPLOYEE HIRED AUTOS

Changes In Covered Autos Liability Coverage
 The following is added to the Who Is An Insured Provision:

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

### 2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

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

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

## E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
  - (a) The organization is a partnership or a joint venture; or
  - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

### F. SUBSIDIARIES AS INSUREDS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

### G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in Section II Covered Autos Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

### I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- **b.** Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

### J LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

### K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

## L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the Limits Of Insurance provision under Section III – Physical Damage Coverage.

### M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

### N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

 The amount paid under the Physical Damage Coverage Section of the policy; and

### 2. Anv:

- a. Overdue lease/loan payments at the time of the "loss";
- Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

### O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

### P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

### Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

### R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

- This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
- 2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.
  - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - **b.** 30 days.
- **4.** Our payment is limited to the lesser of the following amounts:
  - Necessary and actual expenses incurred; or
  - **b.** \$75 per day, subject to a \$2,250 limit.
- This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Transportation Expense Coverage Extension included in this endorsement.
- Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

### S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph C. Limit Of Insurance of Section III – Physical Damage Coverage

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- **c.** The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

## U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

## V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

## W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV — Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

## X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph A. Loss Conditions of Section IV Business Auto Conditions is deleted in its entirety and replaced with the following.

## Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

## Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

### Z. MENTAL ANGUISH

**Section V** – **Definitions, C.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

### **AA. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.



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NCCI #: WC000313B Policy #: 4086923

PNCI Construction Inc 553 - 25 1/2 Road Grand Junction, CO 81505 Hub Int. Ins Services Inc/Blanchard 2742 Crossroads Blvd. Grand Junction, CO 81506 (970) 245-8011

**ENDORSEMENT: Blanket Waiver of Subrogation** 

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

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

### **SCHEDULE**

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

Effective Date:November 1, 2017 Expires on: November 1, 2018 Pinnacol Assurance has issued this endorsement October 2, 2017