

18.0 Maintenance During Construction

This Section 18 includes the requirements for the maintenance during construction Work for the Project. This Work shall be completed in accordance with the Contract Documents.

18.1 Maintenance Administration

18.1.1 Responsibilities for Maintenance

The responsibility for performing maintenance of the highway facility will be borne by CDOT. The responsibility for performing maintenance of assets disturbed by the Contractor's Work, including but not limited to the Contractor's use of the existing water supply tank and supply lines, electrical system, drainage and seep lines, and heat trace within the Project limits, shall be borne by the Contractor.

18.1.1.1 Initiation of Contractor Maintenance Responsibilities

The Contractor shall be responsible for the maintenance of assets disturbed by the Contractor's Work, following NTP2, upon initiation of Work that impacts those assets until the issuance of Final Acceptance. For maintenance of assets that either connect to or extend outside the Contractor's Work limits, the demarcation of maintenance responsibilities between the Contractor and CDOT for that specific asset shall be determined based on the process defined in Section 18.1.2.

18.1.1.2 Termination of Contractor Maintenance Responsibilities

All responsibilities assigned to the Contractor shall remain as defined until Final Acceptance.

18.1.2 Baseline Inspection and Baseline Asset Condition Report of Existing Assets

The Contractor shall carry out inspections and tests for all assets that connect, tie into, or are dependent on the Work to function as intended, but are not part of the Work, to determine the existing condition of each asset of the Project to be maintained by Contractor during the construction period as described in Section 18.1.1 (the "Baseline Inspections").

The Contractor shall prepare a report (the "Baseline Asset Condition Report (BACR)"), which shall:

1. list in detail all such assets that are required to be subject to the Baseline Inspections;
2. assess and describe the existing condition of all such assets (including details such as photographs or test results, as applicable), which description and condition assessment reporting shall be by reference to CDOT's Highway Level of Service Manual or an alternate industry standard Approved by CDOT.
3. identify the demarcation line of maintenance responsibilities between CDOT and the Contractor that corresponds to the Work limits and provides a logical

separation in accordance with industry standard practice and any relevant codes and requirements.

4. identify the minimum baseline asset condition for each asset that shall allow for safe and reliable operation of the existing asset and shall meet or exceed the existing condition of the relevant asset. In the event that the existing asset is in such condition that the safe and reliable operation of the asset is not possible, the Contractor shall document this in the BACR.

The Contractor shall submit the proposed scope of the Baseline Inspections it intends to carry out, together with the methodology proposed and the list of qualified testing organizations in carrying out the proposed scope ("Baseline Asset Condition Inspection Plan") to, and obtain the Acceptance thereof from, CDOT prior to the issuance of NTP2. Following Acceptance by CDOT of the Baseline Asset Condition Inspection Plan, Contractor shall provide to CDOT a minimum of ten Working Days' written notice prior to the commencement of the Baseline Inspections.

After carrying out the Baseline Inspections, the Contractor shall submit the Baseline Asset Condition Report (BACR) to, and obtain the Acceptance thereof from, CDOT prior to the issuance of NTP2. The Accepted BACR shall be an appendix to the Maintenance Service Plan as described in Section 18.1.3.

18.1.3 Maintenance Service Plan

The Contractor shall develop and submit to CDOT a Maintenance Service Plan. The plan shall define the Contractor's complete strategy for the implementation, coordination, scheduling, and monitoring of maintenance Activities during the Project. The Maintenance Service Plan shall be updated every six months to reflect changes in the Contractor's construction Activities. The Maintenance Service Plan shall also address the following components:

1. Maintenance Condition Survey

Every six months, the Contractor shall perform a detailed survey of maintenance conditions for any of the affected assets until all of the Contractor's maintenance responsibilities are complete (Final Acceptance). The results of the survey shall be documented by the Contractor and submitted to CDOT for Acceptance.

2. Monthly Maintenance Progress Report

Monthly Maintenance Progress Reports shall be required for the full term of the Contractor's maintenance responsibilities. These reports shall detail all maintenance Activities performed, monitored maintenance condition of existing facilities, identification of any deficiencies from minimum standards, and an action plan for correcting the deficiencies. Monthly Maintenance Progress Reports shall be submitted to CDOT each month with the invoice submittal as required in Book 2, Section 2.

The Maintenance Service Plan shall be submitted to CDOT for Approval at least 15 days prior to NTP2.

18.1.4 Maintenance Responsibilities of the Contractor

Except as specifically assigned to CDOT in Section 18.1.4 below, the Contractor shall perform all maintenance Activities for all affected assets within the Project limits.

18.1.5 Maintenance Responsibilities of CDOT

CDOT will perform the following maintenance Activities:

1. Inspection of structures
2. Patching and repair of all existing roadway elements or structures, not affected by Contractor Activities, within the Project limits.
3. Snow and ice control for all lanes of traffic, prior to and during a snow event.

18.1.6 Limits of Maintenance Responsibilities

The longitudinal limits of the Contractor's maintenance responsibilities on the Project shall conform to the limits of the Project, including all portions of the Work.

Any areas disturbed by Contractor Activities shall be the sole maintenance responsibility of the Contractor.

18.1.7 Excluded Areas

There are no excluded areas within the Project limits.

18.1.8 Payment for Maintenance During Construction

Progress payments for maintenance during construction shall be according to Book 2, Section 2.

18.2 Performance Specifications

In performance of maintenance on the Project, the Contractor shall comply with the CDOT Highway Maintenance Levels of Service Manual or an alternate industry standard Approved by CDOT. Specifically, the Contractor shall adhere to the requirements for data collection and measurement for equating level of service (LOS) on the Highway and incorporate these requirements into its performance of all maintenance Work according to the maintenance of LOS plan.

18.3 Right-of-Way Construction Requirements

18.3.1 Risk of Loss, Obligation to Maintain and Repair

The Contractor shall comply with requirements in Book 2, Section 8, and shall maintain improvements and provide reasonable safety and security measures to preserve any acquired ROW or easements (temporary or permanent). The Contractor shall prevent, minimize, or correct problems such as vandalism, trespassing, rodent infestation, weed control (in accordance with any local agency ordinances), illegal

dumping or disposal of rubble, and other debris on all areas of the Project that are under the Contractor's maintenance responsibility.

18.3.1.1 Loss Prevention Methods

Once the Contractor's permission to enter has been acquired, in accordance with Book 2, Section 8, the Contractor shall manage and minimize losses to the property by utilizing some or all of the following loss prevention methods:

1. Daily site inspections
2. Installation of chain link security fencing along property boundaries
3. Installation of locking devices, accessible by Project personnel only on buildings, structures, and other improvements located on a parcel
4. Monthly inspection and application of pest/rodent control measures on each parcel
5. Coordination with local law enforcement agencies and neighborhood watch groups to increase awareness about vandalism, illegal dumping, or indication of trespass or other illegal activity on any parcel
6. Any other means and method determined necessary by CDOT or the Contractor to manage and minimize loss to the property or improvement

18.4 Deliverables

The Contractor shall submit the following to CDOT for Review, Approval, and/or Acceptance:

Table 18-1: Deliverables by the Contractor

Deliverable	Review, Acceptance, or Approval	Schedule
Baseline Asset Condition Inspection Plan	Acceptance	Prior to the issuance of NTP2
Baseline Asset Condition Report	Acceptance	Prior to the issuance of NTP2
Maintenance Service Plan	Approval	At least 15 days prior to NTP2
Maintenance Service Plan Updates	Acceptance	Every six months
Maintenance Condition Surveys	Acceptance	Every six months
Maintenance Progress Reports	Review	Concurrent with each Monthly Invoice submittal

All deliverables shall also conform to the requirements of Book 2, Section 3.