Notice

The Standard Special Provision (SSP) on the following page revises or modifies CDOT’s Standard Specifications for Road and Bridge Construction. The Construction Engineering Services Branch has reviewed, approved, and issued it. Use as written without change. Do not use modified versions of it on CDOT construction projects. Do not use the following special provision on CDOT projects in a manner other than specified in the instructions without approval by CDOT’s Standards and Specifications Unit. The instructions for use appear below.

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

**Instructions for use on CDOT construction projects:**

Use the following standard special provision on all projects.

Revision Of Sections

101 - Definitions

106 - Control of Materials

**Revise Section 101 of the Standard Specifications as follows:**

**Delete and replace the following definitions in subsection 101.02:**

Subcontractor

**.** An individual, firm, corporation, or other legal entity at any tier to whom the Contractor sublets part of the Contract. A subcontractor shall include an individual, firm, corporation, or other legal entity who meets one or both of the following criteria:

*(a)* Establishes a fabricating process or facility exclusively for the use of the Project, whether on or off the site of work per 29 CFR 5.2 Site of Work (1)(i)(ii)(iii).

*(b)* Performs work that is incorporated within the Project limits.

**Supplier:** An individual, firm, or corporation who meets all of the following criteria:

*(a)* Sells manufactured materials as a broker, distributor, dealer, manufacturer, or wholesaler who may or may not deliver the materials to the site of work.

*(b)* The manufacturing of the materials, articles, supplies, or equipment used for the contract that is being supplied shall come from a facility or facilities that:

(1) Is not located on, nor does itself constitute, the project or contract's primary construction site or secondary construction site as defined in 29 CFR 5.2; and

(2) Either was established before opening of bids on the contract, or is not dedicated exclusively, or nearly so, to the performance of the contract.

*(c)* The supplier’s only obligations for activity on the contract is the delivery of materials, articles, supplies, or equipment, which may include pickup of the same in addition to, but not exclusive of, delivery, and which may also include activities incidental to such delivery and pickup, such as loading, unloading, or waiting for materials to be loaded or unloaded; and

*(d)* If an entity, in addition to being engaged in the activities specified in paragraph (c) of this definition, also engages in other construction, prosecution, completion, or repair on the site of the work, then this entity is not a supplier but a contractor.

**Revise Section 106 of the Standard Specifications as follows:**

**Delete and replace subsection 106.01 with the following:**

**106.01 Source of Supply and Quality Requirements.** All materials used shall meet all quality requirements of the Contract. The Contractor shall comply with the requirements of the special notice to contractors contained in the Department’s Field Materials Manual, including notifying the Engineer of the proposed sources of materials at least two weeks before delivery.

When alternative materials are permitted for an item in the Contract, the Contractor shall state at the Pre-construction Conference the material that will be furnished for that item.

Reference in the Contract to a particular product or to the product of a specific manufacturer, followed by the phrase “or approved equal”, is intended only to establish a standard of quality, durability, and design, and shall not be construed as limiting competition. Products of other manufacturers will be acceptable provided such products are equal to that specified.

All rental equipment companies and all entities who meet the Supplier definition, as outlined in 101.02, in which the written agreement exceeds $10,000, shall have the following requirements for the Contract:

1. Rental equipment companies and Suppliers shall create an account in the B2GNow software system.
2. The Contractor shall submit a completed Form 1425 in the B2GNow software system at such time that the $10,000 amount is known to be exceeded and/or before the following occurs on the Contract:
   * the Supplier’s upper tier begins work, or
   * rental equipment is being used, or
   * incorporating materials into the Contract

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